

AGENDA
REGULAR JOINT MEETING OF THE EXECUTIVE COMMITTEE AND THE USER COMMITTEE
TUESDAY, APRIL 20, 2021, 2:00 PM
SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY
CONDUCTED VIA TELECONFERENCE

PLEASE NOTE: PURSUANT TO GOVERNOR NEWSOM’S EXECUTIVE ORDER NOS. N-25-20 AND N-29-20, MEMBERS OF THE EXECUTIVE COMMITTEE, USER COMMITTEE, AND STAFF WILL PARTICIPATE IN THIS MEETING VIA A TELECONFERENCE. IN THE INTEREST OF MAINTAINING APPROPRIATE SOCIAL DISTANCING, THE AUTHORITY ENCOURAGES THE PUBLIC TO PARTICIPATE AND TO PROVIDE COMMENTS ON AGENDA ITEMS OR OTHER SUBJECT MATTER WITHIN THE JURISDICTION OF THE EXECUTIVE COMMITTEE, AND/OR USER COMMITTEE BY JOINING:

Link: <https://us02web.zoom.us/j/87536347535?pwd=MFpSZnROd1J5YmFvUmtsTkQ4V3RXUT09>

Meeting ID: 875 3634 7535

Access Code: 538789

A. **CALL TO ORDER**

B. **ROLL CALL**

1. Executive Committee
2. User Committee

C. **PUBLIC DISCUSSION**

In the interest of maintaining appropriate social distancing, members of the Executive Committee, User Committee, and staff will participate in this meeting via teleconference. The Authority encourages the public to participate by using one of the following options for public comments:

Email your public comment to cchoi@rcc911.org by 7:30 AM, the day of the meeting to have your comment available to Executive Committee and the public.

Call (310) 973-1802 ext.100 and leave a message by 7:30 AM, the day of the meeting.

All of your comments provided by the deadlines above will be available to the Executive Committee, User Committee, and the public prior to the meeting.

In addition, you may participate by joining Zoom during the meeting by using the link above and using the “raise hand” button or entering *9 on the phone’s dial pad if you would like to make a comment.

D. **ELECTION OF EXECUTIVE COMMITTEE CHAIRPERSON AND VICE-CHAIR FOR FISCAL YEAR 2020/21**

E. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Minutes from March 16, 2021
APPROVE
2. Minutes from April 6, 2021
APPROVE
3. Check Register – March 2021
RECEIVE AND FILE
4. Updated Publicly Available Pay Schedule
APPROVE

5. Fiscal Year 2020-2021 Q3 Budget Performance Report
RECEIVE AND FILE

F. **ITEMS REMOVED FROM THE CONSENT CALENDAR**

G. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

1. Approve the Memorandum of Understanding between the South Bay Regional Public Communications Authority and The Communications Workers of America (CWA), and Authorize the Executive Director to Execute on Behalf of the Authority
APPROVE AND AUTHORIZE EXECUTION

H. **USER COMMITTEE GENERAL BUSINESS**

1. Minutes from March 16, 2021
APPROVE

I. **EXECUTIVE DIRECTOR'S REPORT**

J. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

K. **EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

1. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6

Agency Designated Representative: Executive Director and Liebert, Cassidy, Whitmore
Employee Organization: The California Teamsters Public, Professional and Medical Employees Union Local 911

L. **REPORT ON CLOSED SESSION**

General Counsel's Report

M. **ADJOURNMENT**

Posting Date/Time: April 15, 2021/4:00PM

Signature:



M. Ross Klun, Executive Director

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**MINUTES OF THE REGULAR JOINT MEETING OF
THE BOARD OF DIRECTORS, THE EXECUTIVE COMMITTEE,
AND USER COMMITTEE**

MARCH 16, 2021

A. CALL TO ORDER

The Board of Directors, the Executive, and the User Committees convened in a regular joint session at 2:01PM on March 16, 2021 by teleconference.

B. ROLL CALL

Present: Councilmember Hildy Stern, City of Manhattan Beach
Councilmember Rodney Tanaka, City of Gardena
Councilmember Alex Monteiro, City of Hawthorne
City Manager Bruce Moe, City of Manhattan Beach
City Manager Clint Osorio, City of Gardena
City Manager Erick Lee, City of Hawthorne
Chief Mike Saffell, Gardena Police Department
Chief Derrick Abell, Manhattan Beach Police Department
Chief Mike Ishii, Hawthorne Police Department
Chief Wolfgang Knabe, Manhattan Beach Fire Department

Also Present: Shannon Kauffman, Acting Executive Director
John Krok, Administrative Services Manager
Vanessa Alfaro, Finance & Performance Audit Manager
Jennifer Petrusis, Richards Watson Gershon
Diana Chuang, Richards Watson Gershon
Laura Kalty, Liebert Cassidy Whitmore
Clara Choi, Executive Assistant

C. PUBLIC DISCUSSION

None.

D. BOARD OF DIRECTORS GENERAL BUSINESS

1. Minutes from January 19, 2021

APPROVE

Motion: Councilmember Monteiro moved to approved the minutes from January 19, 2021. The motion was seconded by Councilmember Tanaka and passed by unanimous voice vote.

2. Resolution Adopting the Budget for Fiscal Year 2021-2022

APPROVE

Finance and Performance Audit Manager Alfaro provided a summary on the revenue and expenses. She reported on the assessments for each member city based on the cost allocation policy. Manager Alfaro also reviewed the assessments of the contract cities. Acting Executive Director Kauffman reported.

Motion: Councilmember Tanaka moved to approve the Resolution Adopting the Budget for Fiscal Year 2021-2022. The motion was seconded by Councilmember Monteiro and passed by unanimous voice vote.

3. Resolution Adopting an Amended Statement of Investment Policy and Rescinding Resolution No. 333

APPROVE

Acting Executive Director Kauffman reported on the overview on the amended statement

of Investment policy.

Motion: Councilmember Tanaka moved to approve the Resolution Adopting Amended Statement of Investment Policy and Rescinding Resolution No. 333. The motion was seconded by Council Member Monteiro and passed by unanimous voice vote.

E. **BOARD OF DIRECTORS' COMMENTS**

Councilmember Monteiro thanked staff for the budget.

F. **USER COMMITTEE GENERAL BUSINESS**

1. Minutes from February 16, 2021

MOTION: Chief Ishii moved to approve the minutes from February 16, 2021. The motion was seconded by Chief Abell and passed by unanimous voice vote.

G. **USER COMMITTEE COMMENTS**

None.

H. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Minutes from February 16, 2021

APPROVE

2. Minutes from March 2, 2021

APPROVE

3. Check Register and Budget Transfers – February 2021

RECEIVE AND FILE

MOTION: City Manager Moe moved to approve Consent Calendar, Items 1-3. The motion was seconded by City Manager Osorio and passed by unanimous voice vote.

I. **ITEMS REMOVED FROM THE CONSENT CALENDAR**

None.

J. **EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

The Executive Committee entered in closed session at 2:22PM to discuss the following items.

1. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Liebert Cassidy Whitmore & Acting Executive Director

Employee Organization: Teamsters Local 911

2. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Liebert Cassidy Whitmore & Acting Executive Director

Employee Organization: Communication Workers of America

3. PUBLIC EMPLOYMENT

Pursuant to Government Code Section 54957(b)(1)

Title: Executive Director

The Executive Committee returned from closed session at 3:24PM with no actions taken. The meeting adjourned at 3:25PM and will continue on April 6, 2021 at 2:00PM.

K. **EXECUTIVE COMMITTEE GENERAL SESSION**

1. Executive Director Employment Agreement

APPOINT MATTHEW ROSS KLUN AS EXECUTIVE DIRECTOR, APPROVE THE EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT WITH MATTHEW ROSS KLUN, EFFECTIVE APRIL 5, 2021, AND AUTHORIZE THE EXECUTIVE COMMITTEE CHAIRPERSON TO SIGN SAID EMPLOYMENT AGREEMENT

L. **ACTING EXECUTIVE DIRECTOR'S REPORT**

M. **EXECUTIVE COMMITTEE COMMENTS**

N. **ADJOURNMENT**

The Executive Committee returned from closed session at 3:24PM with no actions taken. The meeting adjourned at 3:25PM and will continue on April 6, 2021 at 2:00PM.

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ADJOURNED REGULAR MEETING OF THE EXECUTIVE COMMITTEE**A. CALL TO ORDER**

The Executive Committee convened in an adjourned regular meeting at 2:02pm on April 6, 2021 by teleconference.

B. ROLL CALL

Present: City Manager Bruce Moe, City of Manhattan Beach
City Manager Clint Osorio, City of Gardena
City Manager Erick Lee, City of Hawthorne

Also Present: Shannon Kauffman, Acting Executive Director
John Krok, Administrative Services Manager
Vanessa Alfaro, Finance & Performance Audit Manager
Jennifer Petrusis, Richards Watson Gershon
Ross Klun

C. PUBLIC DISCUSSION

None.

D. EXECUTIVE COMMITTEE GENERAL SESSION

1. Executive Director Employment Agreement
APPOINT MATTHEW ROSS KLUN AS EXECUTIVE DIRECTOR, APPROVE THE EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT WITH MATTHEW ROSS KLUN, EFFECTIVE APRIL 7, 2021, AND AUTHORIZE THE EXECUTIVE COMMITTEE CHAIRPERSON TO SIGN SAID EMPLOYMENT AGREEMENT

Jennifer Petrusis provided a summary of the Executive Director Employment Agreement.

MOTION: City Manager Moe move to approve the Executive Director Employment Agreement. The motion was seconded by City Manager Lee and was approved by unanimous voice vote.

E. ACTING EXECUTIVE DIRECTOR'S REPORT

Acting Executive Director Kauffman provided a report on the Continuity of Operations during COVID-19 Pandemic, recruitment of Communications Operators, Communications Supervisor Promotional Process and the 2nd Amended Joint Powers Agreement.

F. EXECUTIVE COMMITTEE COMMENTS

The Committee recognized staff for their efforts.

G. EXECUTIVE COMMITTEE CLOSED SESSION AGENDA

At 2:08PM, the Executive Committee entered into closed session at 2:08PM to discuss the following items.

1. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
Agency Designated Representatives: Liebert Cassidy Whitmore & Acting Executive Director
Employee Organization: Teamsters Local 911
2. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
Agency Designated Representatives: Liebert Cassidy Whitmore & Acting Executive Director
Employee Organization: Communication Workers of America

The meeting returned to open session at 2:27PM with no actions taken in closed session.

H. ADJOURNMENT

The meeting adjourned at 2:27PM.

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Check Register FY 2020-21

March 2021

<u>Accounts Payable Check Issued Date</u>	<u>Total Check Amount</u>	<u>Notes</u>
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March 5, 2021	\$26,502.17	
March 12, 2021	\$175,526.09	
March 19, 2021	\$138,602.04	
March 26, 2021	<u>\$103,589.92</u>	

Accounts Payable Total	\$444,220.22	
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<u>Payroll Checks Issued Date</u>		
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March 12, 2021	\$171,642.63	
March 26, 2021	<u>\$162,495.62</u>	

Payroll Total	\$334,138.25	
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Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1807	3/5/2021	00012	CALIFORNIA WATER SERVICE4675328235	2/16/2021	WATER SERV HQ/ 1/15/21 - 2/	185.00	
			5550731926	2/26/2021	FIRE PROTECTION SERVICE,	90.48	275.48
1808	3/5/2021	00069	SOUTHERN CALIFORNIA EDI\$2-03-672-6511	2/20/2021	ELEC SERV PUNTA/ 1/21/21 -	660.98	660.98
55589	3/5/2021	00867	& INVESTIGATION SERVICES,2021-02-020	2/20/2021	PRE-EMPLOYMENT POLYGR,	675.00	675.00
55590	3/5/2021	00868	ALFARO, VANESSA	2/2/2021	COVID-19: CELL PHONE REIM	84.00	84.00
55591	3/5/2021	00014	CDW GOVERNMENT, INC.	2/16/2021	CDW-G BILLABLE PARTS	1,978.99	
			8368679	2/23/2021	CDW-G BILLABLE PARTS	413.44	2,392.43
55592	3/5/2021	00017	CHEM PRO LABORATORY, IN672208	2/23/2021	WATER TREATMENT SERVIC	86.50	86.50
55593	3/5/2021	00225	COMMLINE INC	2/12/2021	COMMLINE INC. BILLABLE PA	3,500.00	3,500.00
55594	3/5/2021	00008	FEDERAL SIGNAL CORP	2/23/2021	FEDERAL SIGNAL CORP BILL	5,666.70	
			7681432	2/11/2021	FEDERAL SIGNAL CORP BILL	3,534.00	
			7668224	1/25/2021	FEDERAL SIGNAL CORP BILL	638.40	9,839.10
55595	3/5/2021	00027	HAVIS INC.	2/12/2021	HAVIS INC. BILLABLE PARTS	3,057.80	
			SIN125463	2/11/2021	HAVIS INC. BILLABLE PARTS	683.06	3,740.86
			SIN125278				
55596	3/5/2021	00148	HAWTHORNE, CITY OF	3/3/2021	LASD MONTHLY DATA CONNI	703.23	703.23
55597	3/5/2021	00880	JUAN CHAVEZ LANDSCAPINGINV0611	2/19/2021	HQ MAINTENANCE - LANDSC	500.00	500.00
55598	3/5/2021	00967	KLUN, MATTHEW ROSS	3/1/2021	RECRUITMENT EXPENSE RE	706.39	706.39
55599	3/5/2021	00760	LAWLES ENTERPRISES, INC. 11384	3/1/2021	BACKGROUND INVESTIGATI	300.00	300.00
55600	3/5/2021	00442	LAWSON PRODUCTS, INC. 9308091648	12/17/2020	LAWSON PRODUCS INC BILL	24.86	24.86
55601	3/5/2021	00028	LEVY CO., INC., DAVID	2/12/2021	VEHICLE OUTFITTING PARTS	310.83	310.83
55602	3/5/2021	00331	MINITUBISHI ELECTRIC INC	3/1/2021	HQ MAINTENANCE - ELEVAT	697.11	697.11
55603	3/5/2021	00819	OCCUPATIONAL HEALTH CEN70385661	2/9/2021	PRE-EMPLOYMENT MEDICAL	358.00	358.00
55604	3/5/2021	00411	PITNEY BOWES	2/23/2021	POSTAGE METER FOR MAILI	170.36	170.36
55605	3/5/2021	00926	PONCE DE LEON, BROOKE	3/5/2021	COVID-19: CELL PHONE REIM	75.83	75.83
55606	3/5/2021	00803	SPARKLETTS	2/19/2021	WATER FILTERATION SYSTEI	40.00	40.00
55607	3/5/2021	00171	VERIZON WIRELESS	2/18/2021	CELL PH. CHGS: 1/19/21-2/18,	297.21	297.21
55608	3/5/2021	00063	WHELEN ENGINEERING CO., 1514715	1/31/2021	WHELEN ENGINEERING CO I	1,064.00	1,064.00
Sub total for UNION BANK:							26,502.17

Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
20252	3/1/2021	00696	GUARDIAN	533654-02	2/22/2021	GUARDIAN - DENTAL, VISION,	7,400.60	7,400.60
20253	3/11/2021	00058	CALPERS	1000000163388	2/16/2021	HEALTH PREMIUMS - MARCH	63,552.18	63,552.18
20254	3/12/2021	00219	INTERNAL REVENUE SERVICE	Ben31725	3/12/2021	FEDERAL WITHHOLDING TAX	34,866.50	34,866.50
20255	3/12/2021	00223	EMPLOYMENT DEVEL DEPT	Ben31729	3/12/2021	STATE DISABILITY INSURANC	13,820.41	13,820.41
20256	3/12/2021	00222	STATE DISBURSEMENT UNIT	Ben31733	3/12/2021	SUPPORT: PAYMENT	184.62	184.62
20257	3/12/2021	00058	CALPERS	Ben31727	3/12/2021	PERS RETIREMENT: PAYMEN	38,912.36	38,912.36
20258	3/12/2021	00221	ICMA RETIREMENT TRUST	Ben31731	3/12/2021	DEFERRED COMPENSATION	14,399.95	14,399.95
55609	3/12/2021	00217	CALIFORNIA TEAMSTERS UN	Ben31721	3/12/2021	UNION DUES TEAMSTERS: P.	2,131.50	2,131.50
55610	3/12/2021	00218	CWA LOCAL 9400	Ben31723	3/12/2021	UNION DUES CWA: PAYMENT	257.97	257.97
Sub total for UNION BANK:							175,526.09	

Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1809	3/19/2021	00651	FRONTIER	209-188-0077-04	3/1/2021	PHONE SERVICE 3/1/21 - 3/31	350.92	350.92
1810	3/19/2021	00069	SOUTHERN CALIFORNIA EDI	2-19-337-1549	3/9/2021	ELEC SERV GRANDVIEW/ 2/2	168.07	168.07
1811	3/19/2021	00621	FIRST BANKCARD					
		00834	NEOGOV	INV-19155	1/28/2021	RECRUITMENT	990.00	
		00259	CPR TODAY INC	62848525336	2/5/2021	TRAINING	958.00	
		00087	LIEBERT CASSIDY & WHITMOCK	KN4HQGF93C	2/4/2021	LCW 2021 CONFERENCE	625.00	
		00968	MADISON SEATING	478412	2/24/2021	OFFICE EQUIPMENT	574.11	
		00466	AMAZON MARKETPLACE	113-8721230-05	2/17/2021	OFFICE SUPPLIES	566.57	
		00485	MONOPRICE, INC.	21235709	2/2/2021	GENERAL TECH SUPPLIES	513.59	
		00141	POWERPHONE INC	71319	2/23/2021	MANDATORY EMERGENCY M	399.00	
		00228	COSTCO MEMBERSHIP	283460673	2/15/2021	JANITORIAL SUPPLIES	290.41	
		00610	DIRECTV	065190124X210	2/5/2021	CABLE SERVICE	231.99	
		00035	HOME DEPOT CREDIT SERVI	0620 00062 728	2/17/2021	GENERAL TECH SUPPLIES	156.19	
		00600	CHEVRON G&M #186	00097879	2/10/2021	FUEL - VAN	115.49	
		00035	HOME DEPOT CREDIT SERVI	0620 00003 299	2/18/2021	GENERAL TECH SUPPLIES	79.76	
		00035	HOME DEPOT CREDIT SERVI	0620 00061 255	2/22/2021	GENERAL TECH SUPPLIES	73.79	
		00466	AMAZON MARKETPLACE	111-3699048-64	2/16/2021	OFFICE SUPPLIES	70.48	
		00795	MEDIA TEMPLE	324775-31	3/16/2021	MONTHLY WEBSITE HOSTING	55.00	
		00466	AMAZON MARKETPLACE	112-0214973-78	2/16/2021	JANITORIAL SUPPLIES	35.94	
		00466	AMAZON MARKETPLACE	114-8632124-36	1/29/2021	OFFICE SUPPLIES	35.26	
		00833	PRO-TUFF DECALS	ORD21001920	2/9/2021	RECRUITMENT	28.59	
		00466	AMAZON MARKETPLACE	111-7051647-08	2/11/2021	OFFICE SUPPLIES	28.55	
		00466	AMAZON MARKETPLACE	113-4639795-94	2/17/2021	OFFICE SUPPLIES	19.81	
		00826	LA TIMES	030121	2/1/2021	LA TIMES MONTHLY SUBSCR	15.96	
		00466	AMAZON MARKETPLACE	113-7698244-64	2/15/2021	JANITORIAL SUPPLIES	14.79	
		00466	AMAZON MARKETPLACE	111-3209894-51	1/29/2021	OFFICE SUPPLIES	8.75	5,887.03
55611	3/19/2021	00297	AT&T, ATT CALNET	000016181997	3/13/2021	PHONE SERV 2/13/21-3/12/21	2,396.46	
				000016130441	3/3/2021	PHONE SERVICE 2/03/21-3/02	546.32	
				000016189197	3/13/2021	PHONE SERVICE 2/13/21-3/12	200.14	
				000016186133	3/13/2021	PHONE SERV 2/13/22-3/12/21	108.49	3,251.41
55612	3/19/2021	00064	AT&T, ATT PAYMENT CENTER	960 461-1623 55	3/1/2021	PHONE SERVICE 02/01/2021-	3,322.17	3,322.17

Bank : union UNION BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
55613	3/19/2021	00014	CDW GOVERNMENT, INC.	8865622	3/4/2021	CDW-G BILLABLE PARTS	4,299.75
				8597367	2/26/2021	CDW-G BILLABLE PARTS	1,433.25
				8589444	2/26/2021	CDW-G BILLABLE PARTS	716.63
				8589457	2/26/2021	CDW-G BILLABLE PARTS	716.63
				8591673	2/26/2021	CDW-G BILLABLE PARTS	716.63
				8591675	2/26/2021	CDW-G BILLABLE PARTS	716.63
				8729908	2/26/2021	CDW-G BILLABLE PARTS	716.63
							9,316.15
55614	3/19/2021	00225	COMMLINE INC	0283733-IN	3/2/2021	OUTSIDE TECH SERVICES	15,000.00
55615	3/19/2021	00078	COX, CHRISTOPHER	031921	3/19/2021	RETIREE MED PREM/APR 20:	817.00
55616	3/19/2021	00879	CROWN CASTLE	786063	3/1/2021	REDUNDANT INTERNET SER	1,100.00
55617	3/19/2021	00449	DIGI-KEY ELECTRONICS 2465	79256785	3/4/2021	DIGI-KEY ELECTRONICS BILL	615.42
55618	3/19/2021	00008	FEDERAL SIGNAL CORP	7695775	3/3/2021	FEDERAL SIGNAL CORP BILL	2,913.76
				7698234	3/5/2021	FEDERAL SIGNAL CORP BILL	2,768.40
				7698242	3/5/2021	FEDERAL SIGNAL CORP BILL	1,530.00
				7695645	3/3/2021	FEDERAL SIGNAL CORP BILL	137.00
							7,349.16
55619	3/19/2021	00651	FRONTIER	7002Z664-S-210	3/5/2021	PHONE SERV 3/05/21-4/04/21	94.84
				Y002Z665-S-210	3/5/2021	PHONE SERV 3/05/21-4/04/21	64.75
							159.59
55620	3/19/2021	00070	GAS COMPANY, THE	059 194 8982 2	3/8/2021	GAS SERVICE HQ/ 2/2/21-3/4/	1,321.88
55621	3/19/2021	00322	GEOSPATIAL TECHNOLOGIES	17903	3/5/2021	SOFTWARE MAINTENANCE S	13,173.00
55622	3/19/2021	00940	HAWKINS, JAMES	030721	3/7/2021	TUITION REIMB/FY 2020-21	920.00
55623	3/19/2021	00148	HAWTHORNE, CITY OF	IT-20-03-rcc	3/15/2021	COMP COMPUTER SERVICE:	50,000.00
55624	3/19/2021	00798	HYDREX PEST CONTROL	364367	2/25/2021	HQ MAINTENANCE - PEST C	75.00
55625	3/19/2021	00880	JUAN CHAVEZ LANDSCAPING	INV0627	3/8/2021	HQ MAINTENANCE - LANDSC	225.00
55626	3/19/2021	00799	LA UNIFORMS & TAILORING	8044	2/22/2021	UNIFORMS FOR COMMUNIC/	289.63
				8055	2/23/2021	UNIFORMS FOR COMMUNIC/	289.63
				7934	2/12/2021	UNIFORMS FOR COMMUNIC/	178.38
				7875	2/5/2021	UNIFORMS FOR COMMUNIC/	171.77
							929.41
55627	3/19/2021	00442	LAWSON PRODUCTS, INC.	9308250470	2/25/2021	LAWSON PRODUCS INC BILL	678.36
				9308261851	3/2/2021	LAWSON PRODUCS INC BILL	24.86
				9308261852	3/2/2021	LAWSON PRODUCS INC BILL	21.31
				9308261853	3/2/2021	LAWSON PRODUCS INC BILL	9.23
							733.76
55628	3/19/2021	00087	LIEBERT CASSIDY & WHITMO	1514715	1/31/2021	LEGAL SERVICES	1,064.00
55629	3/19/2021	00671	MARC R. COHEN, MD	EMSMD-19	2/28/2021	MEDICAL DIRECTOR SERVIC	2,541.67
55630	3/19/2021	00116	MEADORS, LATANYA	031921	3/19/2021	RETIREE MED PREM/APR 20:	496.10
55631	3/19/2021	00060	RIVERA, JOSE	031921	3/19/2021	RETIREE MED PREM/APR 20:	526.77

Bank : union UNION BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
55632	3/19/2021	00824	SMART JANITORIAL, COMPLE	15268	3/1/2021	HQ MAINTENANCE	3,585.00
				15269	3/1/2021	HQ MAINTENANCE	1,890.00
55633	3/19/2021	00460	SPECTRUM BUSINESS	1133787030421	3/4/2021	COMMUNICATION CONTRAC	1,900.00
55634	3/19/2021	00302	SPRINT	155018370-113	3/1/2021	DAC CHARGES/1-26 TO 2-25-	3,487.94
				107177860-118	2/27/2021	WIRELESS MODEMS/1-24 TO	85.98
55635	3/19/2021	00126	STEVENS, DEBORAH	031921	3/19/2021	RETIREE MED PREM/APR 20:	607.00
55636	3/19/2021	00034	STEVENS, GARY	031921	3/19/2021	RETIREE MED PREM/APR 20:	607.00
55637	3/19/2021	00171	VERIZON WIRELESS	9874059290	2/23/2021	GPD DAC CHARGES/ 2/24/21-	2,781.64
				987398207	2/23/2021	MODEM SVC. MBPD/ 2/24/21 .	1,027.03
				9873998724	2/23/2021	DAC CHARGES HPD/ 2/24/21-	423.81
				9873983208	2/23/2021	MODEM SVC. MBPD/ 2/24/21-	38.01
55638	3/19/2021	00063	WHELEN ENGINEERING CO.,	868590	2/24/2021	WHELEN ENGINEERING CO E	699.21
				870543	2/26/2021	WHELEN ENGINEERING CO E	699.21
				870211	2/26/2021	WHELEN ENGINEERING CO E	306.94
				872357	3/2/2021	WHELEN ENGINEERING CO E	26.46
				872400	3/2/2021	WHELEN ENGINEERING CO E	26.46
55639	3/19/2021	00735	XEROX FINANCIAL SERVICES	2528984	3/10/2021	MONTHLY LEASE - BLACK & \	1,066.84
Sub total for UNION BANK:							138,602.04

Bank : union UNION BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
20259	3/26/2021	00219	INTERNAL REVENUE SERVICE	Ben31830	3/26/2021	FEDERAL WITHHOLDING TAX	31,254.59	31,254.59
20260	3/26/2021	00223	EMPLOYMENT DEVEL DEPT	Ben31834	3/26/2021	STATE DISABILITY INSURANC	12,682.63	12,682.63
20261	3/26/2021	00222	STATE DISBURSEMENT UNIT	Ben31838	3/26/2021	SUPPORT: PAYMENT	184.62	184.62
20262	3/26/2021	00058	CALPERS	Ben31832	3/26/2021	PERS RETIREMENT: PAYMEN	39,154.90	39,154.90
20263	3/26/2021	00221	ICMA RETIREMENT TRUST	Ben31836	3/26/2021	DEFERRED COMPENSATION	14,643.92	14,643.92
55640	3/26/2021	00002	AFLAC	Ben31824	3/26/2021	AFLAC INSURANCE: PAYMEN	3,274.96	3,274.96
55641	3/26/2021	00217	CALIFORNIA TEAMSTERS UN	Ben31826	3/26/2021	UNION DUES TEAMSTERS: P.	2,134.00	2,134.00
55642	3/26/2021	00218	CWA LOCAL 9400	Ben31828	3/26/2021	UNION DUES CWA: PAYMENT	260.30	260.30
Sub total for UNION BANK:							103,589.92	

E-4



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: April 20, 2021

ITEM NUMBER: E-4

TO: Executive Committee

FROM: Vanessa Alfaro, Finance & Performance Audit Manager

SUBJECT: UPDATED PUBLICLY AVAILABLE PAY SCHEDULE

ATTACHMENTS: 1. Salary Schedule

RECOMMENDATION

Staff recommends the Executive Committee approve the attached salary schedule reflecting all Authority positions and associated salaries in order to meet the California Public Employees' Retirement System (CalPERS) requirements of Government Code § 20636(b)(1) and CCR § 570.5.

BACKGROUND

CalPERS requires that one comprehensive salary schedule be duly approved and adopted by the Authority's governing body which indicates the position title for every employee position and shows the payrate for each position. This payrate is that which is to be reportable as compensation earnable (for the purposes of establishing an employee's pensionable income) to CalPERS.

DISCUSSION

This report updates the Authority's salary schedule based upon the approved and adopted memoranda of understanding (MOUs) that the Authority maintains with its represented employees and the employment agreement it maintains with its non-represented employee. Staff requests that the Executive Committee approve the attached salary schedule, which will fulfill the CalPERS requirement for "publicly available pay schedules" approved by the governing body.

The following changes since the last schedule was adopted include:

- Updated compensation for the Executive Director based on the Executive Director Employment Agreement with Matthew Ross Klun, effective April 7, 2021.

California Code of Regulations (CCR) 570.5 outlines the requirements to satisfy CalPERS' definition of "publicly available pay schedules," as follows:

(a) For purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1, payrate shall be limited to the amount listed on a pay schedule that meets all of the following requirements:

1. Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
2. Identifies the position title for every employee position;
3. Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
4. Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
5. Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
6. Indicates an effective date and date of any revisions;
7. Is retained by the employer and available for public inspection for not less than five years; and
8. Does not reference another document in lieu of disclosing the payrate.

The comprehensive pay schedule for all Authority positions must be independent from the salary schedules attached to any memoranda of understanding (MOUs) or included in an employment agreement.

FISCAL IMPACT

None.

E-4

Attachment 1

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

Publicly Available Pay Schedule

MONTHLY SALARY STEPS OF REPRESENTED POSITIONS

Salary Effective Date	Position Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G
07/11/2020	Accountant	\$ 6,722.50	\$ 7,058.53	\$ 7,411.54	\$ 7,781.59	\$ 8,170.79	N/A	N/A
07/11/2020	Administrative Services Manager	\$ 10,176.04	\$ 10,660.08	\$ 11,172.85	\$ 11,706.09	\$ 12,272.18	N/A	N/A
07/13/2019	Communications Operator	\$ 5,684.48	\$ 5,958.00	\$ 6,245.21	\$ 6,546.85	\$ 6,863.50	\$ 7,196.02	\$ 7,545.08
07/01/2019	Communications Supervisor	\$ 6,846.97	\$ 7,179.55	\$ 7,528.73	\$ 7,895.37	\$ 8,280.36	\$ 8,684.58	\$ 9,109.03
07/11/2020	Executive Assistant	\$ 7,215.10	\$ 7,719.68	\$ 8,224.22	\$ 8,728.77	\$ 9,233.35	N/A	N/A
07/11/2020	Finance & Performance Audit Manager	\$ 10,431.13	\$ 10,927.06	\$ 11,451.62	\$ 11,999.34	\$ 12,578.39	N/A	N/A
07/13/2019	Public Safety Communications Specialist I	\$ 6,377.34	\$ 6,696.20	\$ 7,031.02	\$ 7,382.56	\$ 7,751.69	N/A	N/A
07/13/2019	Public Safety Communications Specialist II	\$ 6,696.21	\$ 7,031.01	\$ 7,382.57	\$ 7,751.69	\$ 8,139.28	N/A	N/A
07/11/2020	Operations Manager	\$ 10,635.83	\$ 11,167.60	\$ 11,725.98	\$ 12,312.28	\$ 12,927.90	N/A	N/A

MONTHLY SALARY STEPS OF UNREPRESENTED POSITIONS

Salary Effective Date	Position Title	Salary
04/07/2021	Executive Director	16,666.66

HOURLY RATE STEPS FOR PART-TIME EMPLOYEES

Salary Effective Date	Position Title	Step A	Step B	Step C	Step D	Step E
11/20/2019	Administrative Intern	\$ 15.00	\$ 16.50	\$ 18.15	N/A	N/A
11/20/2019	Communications Operator	\$ 32.80	\$ 34.37	\$ 36.03	\$ 37.77	\$ 39.60
11/20/2019	Office Assistant	\$ 18.00	\$ 19.80	\$ 21.78	N/A	N/A

E-5



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: April 20, 2021

ITEM NUMBER: E-5

TO: Executive Committee

FROM: M. Ross Klun, Executive Director
Vanessa Alfaro, Finance & Performance Audit Manager

SUBJECT: BUDGET PERFORMANCE REPORT – FY 2020-21 Q3

ATTACHMENTS: 1. Revenue Status Report
2. Expenditure Status Report

RECOMMENDATION

Staff recommends the Executive Committee to receive and to file the Fiscal Year 2020-21 Budget Performance Report for the period July 1, 2020 through March 31, 2021.

DISCUSSION

Staff has analyzed the Authority's financial activities through March 31, 2021. The Authority has accrued assessment revenues (Attachment #1) from its member cities and contract cities in accordance with the Amended Budget and Revised Assessment Schedule adopted by the Board of Directors in September 2020.

As it relates to expenses (Attachment #2), a total of \$7,967,298 has been expended from the Enterprise Fund, which represents 65.9% of the budget through the third quarter of the fiscal year.

Expenses for salary and benefits accounted for 69.1% of their budgeted amounts, across all departments. This percentage also includes the CalPERS unfunded actuarial liability (UAL) lump sum payment of \$494,138 for fiscal year 2020-21, which generates interest savings compared to monthly payments. Additionally, the Authority's liability and workers' compensation insurance premiums for the entire fiscal year, totaling approximately \$285,555, were also paid in full during this period.

Moreover, in September 2020, the Board of Directors approved the use of FY19-20 surplus funds to offset FY20-21 assessments for member cities. Taking this appropriation into account, expenses total \$9,312,748 or 69.3% of the budget through March 31, 2021.

Below is a summary of expenses by category and department for all funds:

Department	Adjusted Appropriation	Year-to-date Expenditures	Percent Used	Year-to-date Encumbrances	Balance	Percent Used (w/ encumbrances)
SALARY & BENEFITS						
Administration	\$ 1,170,051	\$ 677,072	57.9%	\$ -	\$ 492,979	57.9%
Operations	7,446,166	5,246,989	70.5%	-	2,199,177	70.5%
Technical Services	743,087	546,330	73.5%	-	196,757	73.5%
Salary & Benefits Total	\$ 9,359,304	\$ 6,470,392	69.1%	\$ -	\$ 2,888,912	69.1%
SUPPLIES, SERVICES & EQUIPMENT						
Administration	\$ 1,028,014	\$ 717,957	69.8%	\$ 214,586	\$ 95,471	90.7%
Operations	268,735	140,755	52.4%	3,679	124,301	53.7%
Technical Services	1,178,042	636,365	54.0%	415,425	126,252	89.3%
Total	\$ 2,474,791	\$ 1,495,077	60.4%	\$ 633,690	\$ 346,024	86.0%
Other-FY20 Member Cities' Surplus	1,345,450	1,345,450	100.0%	-	-	100.0%
Adjusted Total	\$ 3,820,241	\$ 2,840,527	74.4%	\$ 633,690	\$ 346,024	90.9%
CAPITAL IMPROV. PROJECTS						
	\$ 252,500	\$ 1,829	0.7%	\$ -	\$ 250,671	0.7%
ENTERPRISE FUND TOTAL						
	\$ 12,086,595	\$ 7,967,298	65.9%	\$ 633,690	\$ 3,485,607	71.2%
ENTERPRISE FUND ADJ. TOTAL						
	\$ 13,432,045	\$ 9,312,748	69.3%	\$ 633,690	\$ 3,485,607	74.1%

FISCAL IMPACT

None.

E-5

Attachment 1

Revenue Status Report

South Bay Regional PCA
 7/1/2020 through 3/31/2021

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
10-50 Administration					
10-50-111 Administration					
10-50-111-4110 Gardena	2,083,118.00	2,083,118.00	2,083,118.00	0.00	100.00
10-50-111-4120 Hawthorne	2,552,293.00	2,552,293.00	2,552,293.00	0.00	100.00
10-50-111-4130 Manhattan Beach	1,387,975.00	1,387,975.00	1,387,975.00	0.00	100.00
10-50-111-4140 Hermosa Beach	742,528.00	742,528.00	742,528.00	0.00	100.00
10-50-111-4145 El Segundo	1,493,738.00	1,493,738.00	1,493,738.00	0.00	100.00
10-50-111-4146 Culver City Assessment	2,665,229.00	2,665,229.00	2,665,229.00	0.00	100.00
10-50-111-4150 El Camino Community College	790.00	0.00	0.00	790.00	0.00
10-50-111-4153 Medical Director Service/Manhattan Beach	30,500.00	22,875.03	22,875.03	7,624.97	75.00
10-50-111-4154 Medical Director Services/El Segundo	30,500.00	0.00	0.00	30,500.00	0.00
10-50-111-4210 Investment Earnings (LAIF)	50,000.00	20,455.39	20,455.39	29,544.61	40.91
10-50-111-4220 POST Reimbursements	1,400.00	360.00	360.00	1,040.00	25.71
10-50-111-4240 911 Reimbursements	8,000.00	0.00	0.00	8,000.00	0.00
10-50-111-4241 Redondo Beach Maintenance Agreement	13,000.00	10,237.50	10,237.50	2,762.50	78.75
10-50-111-4255 Unrealized Gain/Loss on Investments	0.00	-22,227.48	-22,227.48	22,227.48	0.00
10-50-111-4430 Other Miscellaneous Revenue	2,500.00	962.47	962.47	1,537.53	38.50
Total Administration	11,061,571.00	10,957,543.91	10,957,543.91	104,027.09	99.06
10-60 Operations					
10-60-211 Communications Center					
10-60-211-4215 DUI Reimbursement-Overtime	2,000.00	0.00	0.00	2,000.00	0.00

Revenue Status Report

South Bay Regional PCA
 7/1/2020 through 3/31/2021

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
10-60-211-4435 Reimbursements Sprint Wireless	70,000.00	44,537.23	44,537.23	25,462.77	63.62
10-60-211-4440 Reimbursements/Verizon Wireless	25,000.00	50,034.63	50,034.63	-25,034.63	200.14
Total Operations	97,000.00	94,571.86	94,571.86	2,428.14	97.50
10-70 Technical Services					
10-70-311 Technical Services					
10-70-311-4310 Labor-Installation-Member	309,477.00	150,039.88	150,039.88	159,437.12	48.48
10-70-311-4320 Labor-Installation-Non Member	125,310.00	37,165.84	37,165.84	88,144.16	29.66
10-70-311-4360 Reimbursements for Billable Parts	600,000.00	314,543.59	314,543.59	285,456.41	52.42
10-70-311-4370 Reimbursements for GST Software	52,692.00	52,692.00	52,692.00	0.00	100.00
Total Technical Services	1,087,479.00	554,441.31	554,441.31	533,037.69	50.98
Total SBRPCA Enterprise Fund	12,246,050.00	11,606,557.08	11,606,557.08	639,492.92	94.78

Expenditure Status Report

South Bay Regional PCA
 7/1/2020 through 3/31/2021

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
50 Administration						
50-100 Administration						
50-100-5000 Expenditures						
50-111-5101 Salaries (Full-Time)	794,052.00	454,644.30	454,644.30	0.00	339,407.70	57.26
50-111-5104 Acting Pay	3,682.00	10,827.94	10,827.94	0.00	-7,145.94	294.08
50-111-5107 Longevity Pay	2,350.00	2,250.00	2,250.00	0.00	100.00	95.74
50-111-5108 Sick Leave Payoff	33,358.00	19,894.72	19,894.72	0.00	13,463.28	59.64
50-111-5109 Vacation Leave Payoff	24,086.00	20,696.50	20,696.50	0.00	3,389.50	85.93
50-111-5112 Other Pay	29,790.00	13,321.61	13,321.61	0.00	16,468.39	44.72
50-111-5201 Medical Insurance	87,658.00	23,742.00	23,742.00	0.00	63,916.00	27.08
50-111-5202 Dental Insurance	6,998.00	4,171.72	4,171.72	0.00	2,826.28	59.61
50-111-5203 Vision Insurance	1,597.00	890.37	890.37	0.00	706.63	55.75
50-111-5204 Life Insurance	759.00	495.00	495.00	0.00	264.00	65.22
50-111-5205 Medicare	12,866.00	8,034.65	8,034.65	0.00	4,831.35	62.45
50-111-5207 Workers' Compensation	7,405.00	7,405.00	7,405.00	0.00	0.00	100.00
50-111-5208 PERS Contributions	85,607.00	51,417.39	51,417.39	0.00	34,189.61	60.06
50-111-5209 Retirees' Medical Insurance	6,000.00	3,813.12	3,813.12	0.00	2,186.88	63.55
50-111-5212 Deferred Comp Matching Benefit	31,875.00	13,500.00	13,500.00	0.00	18,375.00	42.35
50-111-5219 PERS Contributions-UAL	41,968.00	41,968.13	41,968.13	0.00	-0.13	100.00
50-111-5301 Communications Contract Services	48,000.00	34,384.23	34,384.23	11,700.73	1,915.04	96.01
50-111-5302 Computer Contract Services/CAD-Tiburón	55,000.00	55,000.00	55,000.00	0.00	0.00	100.00
50-111-5304 Accounting/Auditing Services	46,000.00	18,496.00	18,496.00	6,954.00	20,550.00	55.33
50-111-5305 Legal Services	75,000.00	41,769.38	41,769.38	33,230.62	0.00	100.00
50-111-5306 Recruitment Costs	34,000.00	16,114.18	16,114.18	14,489.00	3,396.82	90.01
50-111-5307 Software Maintenance Services	61,037.00	51,666.96	51,666.96	109.00	9,261.04	84.83
50-111-5308 Banking Services (Fees)	6,000.00	5,335.35	5,335.35	0.00	664.65	88.92
50-111-5309 Online/Website Maintenance Services	7,500.00	2,477.00	2,477.00	0.00	5,023.00	33.03
50-111-5312 Medical Director Services/Paramedics	61,000.00	22,875.03	22,875.03	38,124.97	0.00	100.00
50-111-5313 Temporary Staffing Services	10,000.00	0.00	0.00	0.00	10,000.00	0.00
50-111-5401 Memberships & Dues	390.00	241.20	241.20	0.00	148.80	61.85

Expenditure Status Report

South Bay Regional PCA
 7/1/2020 through 3/31/2021

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
50-111-5402 Publications	350.00	467.43	467.43	0.00	-117.43	133.55
50-111-5403 Conferences, Meetings & Travel	16,725.00	5,776.00	5,776.00	0.00	10,949.00	34.54
50-111-5404 Employee Services/EC-BOD	35,500.00	34,553.32	34,553.32	0.00	946.68	97.33
50-111-5501 Office Supplies	9,000.00	3,874.47	3,874.47	0.00	5,125.53	43.05
50-111-5502 Miscellaneous Supplies	9,100.00	11,229.27	11,229.27	0.00	-2,129.27	123.40
50-111-5507 Postage & Shipping	1,600.00	200.01	200.01	1,110.18	289.81	81.89
50-111-5509 Reproduction	1,500.00	7.00	7.00	0.00	1,493.00	0.47
50-111-5511 Office Equipment Lease	15,750.00	9,285.04	9,285.04	6,256.87	208.09	98.68
50-111-5513 General Liability Insurance Premium	198,512.00	194,067.48	194,067.48	0.00	4,444.52	97.76
50-111-5517 Vehicle Operations	2,000.00	0.00	0.00	0.00	2,000.00	0.00
50-111-5601 Telephone - Administration	15,000.00	10,563.04	10,563.04	0.00	4,436.96	70.42
50-111-5701 Maintenance - HQ	194,650.00	97,786.65	97,786.65	102,610.62	-5,747.27	102.95
50-111-5703 Electricity - HQ	98,000.00	81,061.54	81,061.54	0.00	16,938.46	82.72
50-111-5704 Electricity - Grandview	2,200.00	1,439.18	1,439.18	0.00	760.82	65.42
50-111-5705 Electricity - Punta Place	6,600.00	6,172.65	6,172.65	0.00	427.35	93.53
50-111-5706 Gas - HQ	11,000.00	7,399.85	7,399.85	0.00	3,600.15	67.27
50-111-5707 Water - HQ	3,850.00	2,422.13	2,422.13	0.00	1,427.87	62.91
50-111-5715 Electricity-MB Water Tower	2,750.00	998.83	998.83	0.00	1,751.17	36.32
50-111-5810 Office Equipment	0.00	1,879.93	1,879.93	0.00	-1,879.93	0.00
50-111-5830 Furniture & Fixtures	0.00	413.43	413.43	0.00	-413.43	0.00
Total Administration	2,198,065.00	1,395,029.03	1,395,029.03	214,585.99	588,449.98	73.23
60 Operations						
60-200 Operations						
60-200-5000 Expenditures						
60-211-5101 Salaries (Full-Time)	5,025,397.00	3,308,327.51	3,308,327.51	0.00	1,717,069.49	65.83
60-211-5102 Salaries (Part-Time)	0.00	79,173.83	79,173.83	0.00	-79,173.83	0.00
60-211-5103 Overtime	195,539.00	162,918.62	162,918.62	0.00	32,620.38	83.32
60-211-5104 Acting Pay	10,000.00	7,340.45	7,340.45	0.00	2,659.55	73.40
60-211-5105 Bilingual Pay	8,400.00	4,871.00	4,871.00	0.00	3,529.00	57.99
60-211-5108 Sick Leave Payoff	106,313.00	93,008.57	93,008.57	0.00	13,304.43	87.49
60-211-5109 Vacation Leave Payoff	55,000.00	58,785.87	58,785.87	0.00	-3,785.87	106.88

Expenditure Status Report

South Bay Regional PCA
 7/1/2020 through 3/31/2021

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
60-211-5110 Training Pay	15,000.00	8,247.90	8,247.90	0.00	6,752.10	54.99
60-211-5114 Holiday Payoff	75,000.00	55,967.07	55,967.07	0.00	19,032.93	74.62
60-211-5115 Education Incentive Pay	104,300.00	77,839.54	77,839.54	0.00	26,460.46	74.63
60-211-5201 Medical Insurance	590,236.00	400,233.49	400,233.49	0.00	190,002.51	67.81
60-211-5202 Dental Insurance	36,400.00	26,879.62	26,879.62	0.00	9,520.38	73.85
60-211-5203 Vision Insurance	16,591.00	10,334.65	10,334.65	0.00	6,256.35	62.29
60-211-5204 Life Insurance	7,524.00	5,368.00	5,368.00	0.00	2,156.00	71.35
60-211-5205 Medicare	82,014.00	53,498.54	53,498.54	0.00	28,515.46	65.23
60-211-5206 Unemployment Insurance	5,000.00	7,654.76	7,654.76	0.00	-2,654.76	153.10
60-211-5207 Workers' Compensation	34,490.00	34,490.00	34,490.00	0.00	0.00	100.00
60-211-5208 PERS Contributions	614,433.00	411,464.84	411,464.84	0.00	202,968.16	66.97
60-211-5209 Retirees' Medical Insurance	50,000.00	26,056.15	26,056.15	0.00	23,943.85	52.11
60-211-5219 PERS Contributions-UAL	414,529.00	414,528.96	414,528.96	0.00	0.04	100.00
60-211-5401 Memberships & Dues	2,290.00	0.00	0.00	0.00	2,290.00	0.00
60-211-5402 Publications	1,710.00	0.00	0.00	0.00	1,710.00	0.00
60-211-5403 Conferences, Meetings & Travel	12,327.00	4,566.95	4,566.95	1,386.00	6,374.05	48.29
60-211-5404 Employee Services/EC-BOD	2,500.00	353.79	353.79	0.00	2,146.21	14.15
60-211-5405 Employee Awards	500.00	0.00	0.00	0.00	500.00	0.00
60-211-5406 POST Training	11,908.00	329.57	329.57	0.00	11,578.43	2.77
60-211-5407 Tuition Reimbursement	18,000.00	3,680.00	3,680.00	0.00	14,320.00	20.44
60-211-5506 Uniforms/Safety Equipment	12,500.00	10,285.68	10,285.68	2,293.12	-78.80	100.63
60-211-5509 Reproduction	500.00	0.00	0.00	0.00	500.00	0.00
60-211-5603 Telephone - El Segundo	3,000.00	1,422.02	1,422.02	0.00	1,577.98	47.40
60-211-5604 Telephone - Gardena	3,000.00	667.54	667.54	0.00	2,332.46	22.25
60-211-5606 Telephone - Hawthorne	6,000.00	5,835.87	5,835.87	0.00	164.13	97.26
60-211-5607 Telephone - Hermosa Beach	27,000.00	24,679.38	24,679.38	0.00	2,320.62	91.41
60-211-5608 Telephone - Manhattan Beach	6,000.00	2,990.71	2,990.71	0.00	3,009.29	49.85
60-211-5611 Telephone - Punta Place	4,500.00	834.93	834.93	0.00	3,665.07	18.55
60-211-5612 Telephone - RCC	11,000.00	6,766.51	6,766.51	0.00	4,233.49	61.51
60-211-5613 Sprint Wireless Reimbursable	70,000.00	28,871.29	28,871.29	0.00	41,128.71	41.24
60-211-5614 Verizon Wireless Reimbursable	25,000.00	40,798.62	40,798.62	0.00	-15,798.62	163.19
60-211-5615 Telephone - Culver City	14,500.00	6,728.38	6,728.38	0.00	7,771.62	46.40
60-211-5810 Office Equipment	6,500.00	1,858.25	1,858.25	0.00	4,641.75	28.59
60-211-5820 Other Equipment	30,000.00	85.71	85.71	0.00	29,914.29	0.29

Expenditure Status Report

South Bay Regional PCA
 7/1/2020 through 3/31/2021

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
Total Operations	7,714,901.00	5,387,744.57	5,387,744.57	3,679.12	2,323,477.31	69.88
70 Technical Services						
70-300 Technical Services						
70-300-5000 Expenditures						
70-311-5101 Salaries (Full-Time)	472,235.00	334,853.44	334,853.44	0.00	137,381.56	70.91
70-311-5103 Overtime	6,850.00	213.54	213.54	0.00	6,636.46	3.12
70-311-5107 Merit Pay	2,000.00	1,361.50	1,361.50	0.00	638.50	68.08
70-311-5108 Sick Leave Payoff	17,780.00	10,456.46	10,456.46	0.00	7,323.54	58.81
70-311-5109 Vacation Leave Payoff	14,386.00	9,211.53	9,211.53	0.00	5,174.47	64.03
70-311-5201 Medical Insurance	52,760.00	39,188.84	39,188.84	0.00	13,571.16	74.28
70-311-5202 Dental Insurance	2,800.00	2,251.77	2,251.77	0.00	548.23	80.42
70-311-5203 Vision Insurance	1,645.00	985.57	985.57	0.00	659.43	59.91
70-311-5204 Life Insurance	660.00	495.00	495.00	0.00	165.00	75.00
70-311-5205 Medicare	7,519.00	4,434.98	4,434.98	0.00	3,084.02	58.98
70-311-5207 Workers' Compensation	49,593.00	49,593.00	49,593.00	0.00	0.00	100.00
70-311-5208 PERS Contributions	57,218.00	40,815.96	40,815.96	0.00	16,402.04	71.33
70-311-5209 Retirees' Medical Insurance	20,000.00	14,827.71	14,827.71	0.00	5,172.29	74.14
70-311-5219 PERS Contributions-UAL	37,641.00	37,640.91	37,640.91	0.00	0.09	100.00
70-311-5302 Computer Contract Services/CAD-Tiburon	145,000.00	95,000.00	95,000.00	50,000.00	0.00	100.00
70-311-5311 GST Software Reimbursable	52,692.00	52,692.00	52,692.00	0.00	0.00	100.00
70-311-5403 Conferences, Meetings & Travel	2,650.00	0.00	0.00	0.00	2,650.00	0.00
70-311-5503 General Technical Supplies	7,500.00	5,215.85	5,215.85	0.00	2,284.15	69.54
70-311-5506 Uniforms/Safety Equipment	2,500.00	0.00	0.00	0.00	2,500.00	0.00
70-311-5507 Postage & Shipping	1,200.00	0.00	0.00	0.00	1,200.00	0.00
70-311-5514 Parts - Billing	600,000.00	281,444.76	281,444.76	307,905.05	10,650.19	98.22
70-311-5516 Install Wire, Loom & Hardware	30,000.00	0.00	0.00	0.00	30,000.00	0.00
70-311-5517 Vehicle Operations	4,500.00	1,608.53	1,608.53	950.00	1,941.47	56.86
70-311-5520 Equipment Repair	5,000.00	0.00	0.00	0.00	5,000.00	0.00
70-311-5521 Outside Technical Serv-Towers & Equip	325,000.00	200,000.00	200,000.00	56,570.00	68,430.00	78.94
70-311-5810 Office Equipment	2,000.00	403.69	403.69	0.00	1,596.31	20.18
Total Technical Services	1,921,129.00	1,182,695.04	1,182,695.04	415,425.05	323,008.91	83.19

Expenditure Status Report

South Bay Regional PCA
 7/1/2020 through 3/31/2021

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
80 Capital Infrastructure Projects						
80-400 CIP						
80-400-5000 Expenditures						
80-436-5901 CIP Exp-MB Allocation	45,450.18	45,450.18	45,450.18	0.00	0.00	100.00
80-454-5901 CIP Expenditures-IT Infrastructure/Equip	252,500.00	1,829.05	1,829.05	0.00	250,670.95	0.72
80-455-5901 City of Gardena Surplus	417,040.00	417,040.00	417,040.00	0.00	0.00	100.00
80-456-5901 City of Hawthorne Surplus	585,910.00	585,910.00	585,910.00	0.00	0.00	100.00
80-457-5901 City of Manhattan Beach Surplus	297,050.00	297,050.00	297,050.00	0.00	0.00	100.00
Total Expenditures	1,597,950.18	1,347,279.23	1,347,279.23	0.00	250,670.95	84.31
Total CIP	1,597,950.18	1,347,279.23	1,347,279.23	0.00	250,670.95	84.31
Total Capital Infrastructure Projects	1,597,950.18	1,347,279.23	1,347,279.23	0.00	250,670.95	84.31
Total SBRPCA Enterprise Fund	13,432,045.18	9,312,747.87	9,312,747.87	633,690.16	3,485,607.15	74.05

Expenditure Status Report

South Bay Regional PCA
 7/1/2020 through 3/31/2021

20 Grant Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
80 Capital Infrastructure Projects						
80-400 CIP						
80-400-5000 Expenditures						
Total Grant Fund	0.00	0.00	0.00	0.00	0.00	0.00
Grand Total	13,432,045.18	9,312,747.87	9,312,747.87	633,690.16	3,485,607.15	74.05

Revenue Status Report

South Bay Regional PCA
 7/1/2020 through 3/31/2021

20 Grant Fund

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
20-80 Capital Infrastructure Projects					
20-80-433 Consulting/Vector Resources					
Total Grant Fund	0.00	0.00	0.00	0.00	0.00
Grand Total	12,246,050.00	11,606,557.08	11,606,557.08	639,492.92	94.78

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Attachment 2

Expenditure Status Report

South Bay Regional PCA
 7/1/2020 through 3/31/2021

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
50 Administration						
50-100 Administration						
50-100-5000 Expenditures						
50-111-5101 Salaries (Full-Time)	794,052.00	454,644.30	454,644.30	0.00	339,407.70	57.26
50-111-5104 Acting Pay	3,682.00	10,827.94	10,827.94	0.00	-7,145.94	294.08
50-111-5107 Longevity Pay	2,350.00	2,250.00	2,250.00	0.00	100.00	95.74
50-111-5108 Sick Leave Payoff	33,358.00	19,894.72	19,894.72	0.00	13,463.28	59.64
50-111-5109 Vacation Leave Payoff	24,086.00	20,696.50	20,696.50	0.00	3,389.50	85.93
50-111-5112 Other Pay	29,790.00	13,321.61	13,321.61	0.00	16,468.39	44.72
50-111-5201 Medical Insurance	87,658.00	23,742.00	23,742.00	0.00	63,916.00	27.08
50-111-5202 Dental Insurance	6,998.00	4,171.72	4,171.72	0.00	2,826.28	59.61
50-111-5203 Vision Insurance	1,597.00	890.37	890.37	0.00	706.63	55.75
50-111-5204 Life Insurance	759.00	495.00	495.00	0.00	264.00	65.22
50-111-5205 Medicare	12,866.00	8,034.65	8,034.65	0.00	4,831.35	62.45
50-111-5207 Workers' Compensation	7,405.00	7,405.00	7,405.00	0.00	0.00	100.00
50-111-5208 PERS Contributions	85,607.00	51,417.39	51,417.39	0.00	34,189.61	60.06
50-111-5209 Retirees' Medical Insurance	6,000.00	3,813.12	3,813.12	0.00	2,186.88	63.55
50-111-5212 Deferred Comp Matching Benefit	31,875.00	13,500.00	13,500.00	0.00	18,375.00	42.35
50-111-5219 PERS Contributions-UAL	41,968.00	41,968.13	41,968.13	0.00	-0.13	100.00
50-111-5301 Communications Contract Services	48,000.00	34,384.23	34,384.23	11,700.73	1,915.04	96.01
50-111-5302 Computer Contract Services/CAD-Tiburon	55,000.00	55,000.00	55,000.00	0.00	0.00	100.00
50-111-5304 Accounting/Auditing Services	46,000.00	18,496.00	18,496.00	6,954.00	20,550.00	55.33
50-111-5305 Legal Services	75,000.00	41,769.38	41,769.38	33,230.62	0.00	100.00
50-111-5306 Recruitment Costs	34,000.00	16,114.18	16,114.18	14,489.00	3,396.82	90.01
50-111-5307 Software Maintenance Services	61,037.00	51,666.96	51,666.96	109.00	9,261.04	84.83
50-111-5308 Banking Services (Fees)	6,000.00	5,335.35	5,335.35	0.00	664.65	88.92
50-111-5309 Online/Website Maintenance Services	7,500.00	2,477.00	2,477.00	0.00	5,023.00	33.03
50-111-5312 Medical Director Services/Paramedics	61,000.00	22,875.03	22,875.03	38,124.97	0.00	100.00
50-111-5313 Temporary Staffing Services	10,000.00	0.00	0.00	0.00	10,000.00	0.00
50-111-5401 Memberships & Dues	390.00	241.20	241.20	0.00	148.80	61.85

Expenditure Status Report

South Bay Regional PCA
 7/1/2020 through 3/31/2021

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
50-111-5402 Publications	350.00	467.43	467.43	0.00	-117.43	133.55
50-111-5403 Conferences, Meetings & Travel	16,725.00	5,776.00	5,776.00	0.00	10,949.00	34.54
50-111-5404 Employee Services/EC-BOD	35,500.00	34,553.32	34,553.32	0.00	946.68	97.33
50-111-5501 Office Supplies	9,000.00	3,874.47	3,874.47	0.00	5,125.53	43.05
50-111-5502 Miscellaneous Supplies	9,100.00	11,229.27	11,229.27	0.00	-2,129.27	123.40
50-111-5507 Postage & Shipping	1,600.00	200.01	200.01	1,110.18	289.81	81.89
50-111-5509 Reproduction	1,500.00	7.00	7.00	0.00	1,493.00	0.47
50-111-5511 Office Equipment Lease	15,750.00	9,285.04	9,285.04	6,256.87	208.09	98.68
50-111-5513 General Liability Insurance Premium	198,512.00	194,067.48	194,067.48	0.00	4,444.52	97.76
50-111-5517 Vehicle Operations	2,000.00	0.00	0.00	0.00	2,000.00	0.00
50-111-5601 Telephone - Administration	15,000.00	10,563.04	10,563.04	0.00	4,436.96	70.42
50-111-5701 Maintenance - HQ	194,650.00	97,786.65	97,786.65	102,610.62	-5,747.27	102.95
50-111-5703 Electricity - HQ	98,000.00	81,061.54	81,061.54	0.00	16,938.46	82.72
50-111-5704 Electricity - Grandview	2,200.00	1,439.18	1,439.18	0.00	760.82	65.42
50-111-5705 Electricity - Punta Place	6,600.00	6,172.65	6,172.65	0.00	427.35	93.53
50-111-5706 Gas - HQ	11,000.00	7,399.85	7,399.85	0.00	3,600.15	67.27
50-111-5707 Water - HQ	3,850.00	2,422.13	2,422.13	0.00	1,427.87	62.91
50-111-5715 Electricity-MB Water Tower	2,750.00	998.83	998.83	0.00	1,751.17	36.32
50-111-5810 Office Equipment	0.00	1,879.93	1,879.93	0.00	-1,879.93	0.00
50-111-5830 Furniture & Fixtures	0.00	413.43	413.43	0.00	-413.43	0.00
Total Administration	2,198,065.00	1,395,029.03	1,395,029.03	214,585.99	588,449.98	73.23
60 Operations						
60-200 Operations						
60-200-5000 Expenditures						
60-211-5101 Salaries (Full-Time)	5,025,397.00	3,308,327.51	3,308,327.51	0.00	1,717,069.49	65.83
60-211-5102 Salaries (Part-Time)	0.00	79,173.83	79,173.83	0.00	-79,173.83	0.00
60-211-5103 Overtime	195,539.00	162,918.62	162,918.62	0.00	32,620.38	83.32
60-211-5104 Acting Pay	10,000.00	7,340.45	7,340.45	0.00	2,659.55	73.40
60-211-5105 Bilingual Pay	8,400.00	4,871.00	4,871.00	0.00	3,529.00	57.99
60-211-5108 Sick Leave Payoff	106,313.00	93,008.57	93,008.57	0.00	13,304.43	87.49
60-211-5109 Vacation Leave Payoff	55,000.00	58,785.87	58,785.87	0.00	-3,785.87	106.88

Expenditure Status Report

South Bay Regional PCA
 7/1/2020 through 3/31/2021

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
60-211-5110 Training Pay	15,000.00	8,247.90	8,247.90	0.00	6,752.10	54.99
60-211-5114 Holiday Payoff	75,000.00	55,967.07	55,967.07	0.00	19,032.93	74.62
60-211-5115 Education Incentive Pay	104,300.00	77,839.54	77,839.54	0.00	26,460.46	74.63
60-211-5201 Medical Insurance	590,236.00	400,233.49	400,233.49	0.00	190,002.51	67.81
60-211-5202 Dental Insurance	36,400.00	26,879.62	26,879.62	0.00	9,520.38	73.85
60-211-5203 Vision Insurance	16,591.00	10,334.65	10,334.65	0.00	6,256.35	62.29
60-211-5204 Life Insurance	7,524.00	5,368.00	5,368.00	0.00	2,156.00	71.35
60-211-5205 Medicare	82,014.00	53,498.54	53,498.54	0.00	28,515.46	65.23
60-211-5206 Unemployment Insurance	5,000.00	7,654.76	7,654.76	0.00	-2,654.76	153.10
60-211-5207 Workers' Compensation	34,490.00	34,490.00	34,490.00	0.00	0.00	100.00
60-211-5208 PERS Contributions	614,433.00	411,464.84	411,464.84	0.00	202,968.16	66.97
60-211-5209 Retirees' Medical Insurance	50,000.00	26,056.15	26,056.15	0.00	23,943.85	52.11
60-211-5219 PERS Contributions-UAL	414,529.00	414,528.96	414,528.96	0.00	0.04	100.00
60-211-5401 Memberships & Dues	2,290.00	0.00	0.00	0.00	2,290.00	0.00
60-211-5402 Publications	1,710.00	0.00	0.00	0.00	1,710.00	0.00
60-211-5403 Conferences, Meetings & Travel	12,327.00	4,566.95	4,566.95	1,386.00	6,374.05	48.29
60-211-5404 Employee Services/EC-BOD	2,500.00	353.79	353.79	0.00	2,146.21	14.15
60-211-5405 Employee Awards	500.00	0.00	0.00	0.00	500.00	0.00
60-211-5406 POST Training	11,908.00	329.57	329.57	0.00	11,578.43	2.77
60-211-5407 Tuition Reimbursement	18,000.00	3,680.00	3,680.00	0.00	14,320.00	20.44
60-211-5506 Uniforms/Safety Equipment	12,500.00	10,285.68	10,285.68	2,293.12	-78.80	100.63
60-211-5509 Reproduction	500.00	0.00	0.00	0.00	500.00	0.00
60-211-5603 Telephone - El Segundo	3,000.00	1,422.02	1,422.02	0.00	1,577.98	47.40
60-211-5604 Telephone - Gardena	3,000.00	667.54	667.54	0.00	2,332.46	22.25
60-211-5606 Telephone - Hawthorne	6,000.00	5,835.87	5,835.87	0.00	164.13	97.26
60-211-5607 Telephone - Hermosa Beach	27,000.00	24,679.38	24,679.38	0.00	2,320.62	91.41
60-211-5608 Telephone - Manhattan Beach	6,000.00	2,990.71	2,990.71	0.00	3,009.29	49.85
60-211-5611 Telephone - Punta Place	4,500.00	834.93	834.93	0.00	3,665.07	18.55
60-211-5612 Telephone - RCC	11,000.00	6,766.51	6,766.51	0.00	4,233.49	61.51
60-211-5613 Sprint Wireless Reimbursable	70,000.00	28,871.29	28,871.29	0.00	41,128.71	41.24
60-211-5614 Verizon Wireless Reimbursable	25,000.00	40,798.62	40,798.62	0.00	-15,798.62	163.19
60-211-5615 Telephone - Culver City	14,500.00	6,728.38	6,728.38	0.00	7,771.62	46.40
60-211-5810 Office Equipment	6,500.00	1,858.25	1,858.25	0.00	4,641.75	28.59
60-211-5820 Other Equipment	30,000.00	85.71	85.71	0.00	29,914.29	0.29

Expenditure Status Report

South Bay Regional PCA
 7/1/2020 through 3/31/2021

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
Total Operations	7,714,901.00	5,387,744.57	5,387,744.57	3,679.12	2,323,477.31	69.88
70 Technical Services						
70-300 Technical Services						
70-300-5000 Expenditures						
70-311-5101 Salaries (Full-Time)	472,235.00	334,853.44	334,853.44	0.00	137,381.56	70.91
70-311-5103 Overtime	6,850.00	213.54	213.54	0.00	6,636.46	3.12
70-311-5107 Merit Pay	2,000.00	1,361.50	1,361.50	0.00	638.50	68.08
70-311-5108 Sick Leave Payoff	17,780.00	10,456.46	10,456.46	0.00	7,323.54	58.81
70-311-5109 Vacation Leave Payoff	14,386.00	9,211.53	9,211.53	0.00	5,174.47	64.03
70-311-5201 Medical Insurance	52,760.00	39,188.84	39,188.84	0.00	13,571.16	74.28
70-311-5202 Dental Insurance	2,800.00	2,251.77	2,251.77	0.00	548.23	80.42
70-311-5203 Vision Insurance	1,645.00	985.57	985.57	0.00	659.43	59.91
70-311-5204 Life Insurance	660.00	495.00	495.00	0.00	165.00	75.00
70-311-5205 Medicare	7,519.00	4,434.98	4,434.98	0.00	3,084.02	58.98
70-311-5207 Workers' Compensation	49,593.00	49,593.00	49,593.00	0.00	0.00	100.00
70-311-5208 PERS Contributions	57,218.00	40,815.96	40,815.96	0.00	16,402.04	71.33
70-311-5209 Retirees' Medical Insurance	20,000.00	14,827.71	14,827.71	0.00	5,172.29	74.14
70-311-5219 PERS Contributions-UAL	37,641.00	37,640.91	37,640.91	0.00	0.09	100.00
70-311-5302 Computer Contract Services/CAD-Tiburon	145,000.00	95,000.00	95,000.00	50,000.00	0.00	100.00
70-311-5311 GST Software Reimbursable	52,692.00	52,692.00	52,692.00	0.00	0.00	100.00
70-311-5403 Conferences, Meetings & Travel	2,650.00	0.00	0.00	0.00	2,650.00	0.00
70-311-5503 General Technical Supplies	7,500.00	5,215.85	5,215.85	0.00	2,284.15	69.54
70-311-5506 Uniforms/Safety Equipment	2,500.00	0.00	0.00	0.00	2,500.00	0.00
70-311-5507 Postage & Shipping	1,200.00	0.00	0.00	0.00	1,200.00	0.00
70-311-5514 Parts - Billing	600,000.00	281,444.76	281,444.76	307,905.05	10,650.19	98.22
70-311-5516 Install Wire, Loom & Hardware	30,000.00	0.00	0.00	0.00	30,000.00	0.00
70-311-5517 Vehicle Operations	4,500.00	1,608.53	1,608.53	950.00	1,941.47	56.86
70-311-5520 Equipment Repair	5,000.00	0.00	0.00	0.00	5,000.00	0.00
70-311-5521 Outside Technical Serv-Towers & Equip	325,000.00	200,000.00	200,000.00	56,570.00	68,430.00	78.94
70-311-5810 Office Equipment	2,000.00	403.69	403.69	0.00	1,596.31	20.18
Total Technical Services	1,921,129.00	1,182,695.04	1,182,695.04	415,425.05	323,008.91	83.19

Expenditure Status Report

South Bay Regional PCA
 7/1/2020 through 3/31/2021

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
80 Capital Infrastructure Projects						
80-400 CIP						
80-400-5000 Expenditures						
80-436-5901 CIP Exp-MB Allocation	45,450.18	45,450.18	45,450.18	0.00	0.00	100.00
80-454-5901 CIP Expenditures-IT Infrastructure/Equip	252,500.00	1,829.05	1,829.05	0.00	250,670.95	0.72
80-455-5901 City of Gardena Surplus	417,040.00	417,040.00	417,040.00	0.00	0.00	100.00
80-456-5901 City of Hawthorne Surplus	585,910.00	585,910.00	585,910.00	0.00	0.00	100.00
80-457-5901 City of Manhattan Beach Surplus	297,050.00	297,050.00	297,050.00	0.00	0.00	100.00
Total Expenditures	1,597,950.18	1,347,279.23	1,347,279.23	0.00	250,670.95	84.31
Total CIP	1,597,950.18	1,347,279.23	1,347,279.23	0.00	250,670.95	84.31
Total Capital Infrastructure Projects	1,597,950.18	1,347,279.23	1,347,279.23	0.00	250,670.95	84.31
Total SBRPCA Enterprise Fund	13,432,045.18	9,312,747.87	9,312,747.87	633,690.16	3,485,607.15	74.05

Expenditure Status Report

South Bay Regional PCA
 7/1/2020 through 3/31/2021

20 Grant Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
80 Capital Infrastructure Projects						
80-400 CIP						
80-400-5000 Expenditures						
Total Grant Fund	0.00	0.00	0.00	0.00	0.00	0.00
Grand Total	13,432,045.18	9,312,747.87	9,312,747.87	633,690.16	3,485,607.15	74.05

G-1

G-1

Attachment 1

MEMORANDUM OF UNDERSTANDING

BETWEEN

SOUTH BAY REGIONAL PUBLIC

COMMUNICATIONS AUTHORITY

and

THE COMMUNICATIONS WORKERS OF AMERICA

**~~July 1, 2017~~ January 1, 2021 through ~~June 30~~ December 31,
2021**

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PREAMBLE

THIS AGREEMENT is made and entered into by and between the South Bay Regional Public Communications Authority (Authority) and the Communications Workers of America (Union). Agreement is binding upon Authority only upon approval of the Executive Committee and shall apply from ~~January~~ July 1, 2017-2021 through ~~June 30~~ December 31, 2021.

ARTICLE 1 -- CONCLUSIVENESS OF AGREEMENT

Section 1.1 -- Agreement Conclusive. This Agreement contains all of the promises and agreements of the parties. Therefore, for the life of this Agreement, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue, whether or not that issue was raised at a meet and confer session preceding this Agreement, unless the parties agree to bargain about it. There are two sub-groups of employees, which are defined as: Group A employees are Supervisors with a hire date prior to October 25, 2011; Group B employees are Supervisors with a hire date after October 25, 2011.

ARTICLE 2 -- RECOGNITION OF UNION

Section 2.1 -- Union Recognition. The Authority recognizes the Union as the exclusive representative for all employees in the job classification of Communications Supervisor.

ARTICLE 3 -- MANAGEMENT RIGHTS

Section 3.1 -- Management Rights. The Authority retains all rights not specifically delegated by this Agreement, including, but not limited to, the exclusive right to determine its mission; set standards of service; determine procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; contract out work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The determination of whether or not an emergency exists is solely within the discretion of the Authority and is expressly excluded from the grievance procedure. Both parties further agree that failure to exercise any prerogative or exercising one in a certain manner, shall not be deemed a waiver of the right to exercise the right or to exercise it in a new or different manner. This Section in no way sets aside the employee's right to use the grievance procedure as defined.

ARTICLE 4 -- NO STRIKE, NO LOCKOUT

Section 4.1 -- Work Interruption. During the life of this Agreement, the Union will not cause, authorize, advise, or encourage any interruption of work or any other concerted action. The term "interruption of work" shall include any work stoppage or strike (including economic or unfair labor practice strikes) or any intentional slowdown of work. The term "other concerted action" includes picketing or boycott activities by the Union, and refusal to work on and handle equipment, or produce any materials or services because of a labor dispute. Authority shall reprimand, suspend, demote, or terminate or otherwise discipline any employee who actively engages in such action against the Authority during the life of this Agreement. Any disciplinary action as a result of this Section by the Authority shall be the final and binding administrative action upon the Union and its members, and shall in no case be considered as a violation by the Authority of any provision of this Agreement.

Section 4.2 -- Lockout. The Authority will not lock out any employee.

Section 4.3 -- Discipline. Any employee engaging in any action prohibited by this Article shall be subject to immediate discharge or other discipline as the Authority may assess. Such discharge or discipline shall not be reviewable through any grievance procedure.

ARTICLE 5 -- PAYROLL DEDUCTIONS

Section 5.1 -- Union Security. Under Federal labor laws and obligations under this Agreement, the Union is required to fairly and equally represent all of the employees in the bargaining unit without regard to whether or not the employee is a member of the Union.

All employees who are members of the Union in good standing and all employees who thereafter become members shall, except as specified in the Article, remain members of the Union in good standing for the duration of this Agreement as a condition of employment. Members shall be considered in good standing as long as they tender the periodic dues uniformly required as a condition of membership.

If a dispute arises as to whether an employee was a member of the Union in good standing under the above provisions, such dispute may be submitted and settled as mutually agreed by the Authority and the Union.

The Authority agrees to provide payroll deductions of membership dues upon the written authorization of employees in the unit, on forms provided to the Authority. Each employee covered by this Agreement shall have dues deducted in accordance with applicable administrative procedures for the duration of this Agreement.

Section 5.2 -- Indemnity. The Union shall hold harmless, indemnify and provide a defense for the Authority against any claim, demand, suit, or other form of liability that shall arise out of action taken or not taken by the Authority in complying with the provisions of this Article.

ARTICLE 6 -- SAVINGS PROVISION

Section 6.1 -- Separability. Should any provision of this Agreement be declared illegal or invalid by decision of a Court of Law or any administrative agency, all other provisions of this Agreement shall nevertheless remain valid, subsisting, and in full force and effect. In the event of any such invalidation, the parties agree to meet and to attempt to negotiate substitute provisions for the provisions declared illegal or invalid.

ARTICLE 7 -- MEAL PERIOD AND BREAK PERIOD

Section 7.1 -- Nature of Work. Both parties recognize that the nature of emergency dispatching requires staffing twenty-four (24) hours a day. Both parties further recognize that the workload is sporadic and not evenly spaced during the shift or workday.

Section 7.2 -- Breaks. Each employee's paid breaks and meal periods shall be taken under the following guidelines:

2 hours:	no break
4 hours:	no break
6 or more hours:	one 15-minute break
8 or more hours:	one 15-minute break and one 30-minute meal period
12 or more hours:	two 15-minute breaks and one 30-minute meal period
16 or more hours:	three 15-minute breaks and one 30-minute meal period

Employees must remain on-site during their break and meal periods. The Authority must respond to emergency situations, and when an emergency occurs as determined by the Authority, the above-stated periods may be cancelled during a shift.

If paid breaks or meal periods cannot be accommodated as stated in the guidelines above, employees shall take their paid breaks and meals as they can accommodate them; however, in no event shall an employee be away from the Communications Center for more than thirty (30) minutes at one time.

Section 7.3 -- Failure to Grant. Both parties further recognize that the workload will not always allow granting of such meal and break periods. Failure of the Authority to appropriately schedule adequate personnel for breaks may be the subject of a grievance.

ARTICLE 8 -- HARASSMENT AND DISCRIMINATION

Section 8.1 -- No Discrimination. The Union and the Authority agree not to discriminate against any employee or applicant because of age, sex, race, national origin, religion, and/or Union membership and activity.

Section 8.2 -- No Harassment. The Authority expects and requires all employees to treat one another with dignity and respect. Harassment of fellow employees is a violation of law. No employment decision may be made based upon an employee's submission to, or, rejection of such conduct. Any employee who believes that he or she is the victim of such harassment, whether

sexual, racial, ethnic, or religious, is required to immediately report the conduct to a supervisor, the Operations Manager, or the Executive Director. Any employee who engages in such conduct is subject to disciplinary action including immediate discharge.

ARTICLE 9 -- ATTENDANCE AND LEAVES

Section 9.1 -- Bereavement Leave (Death in Immediate Family). In the event of death of a member of the employee's immediate family, bereavement leave may be granted to such employee, with the approval of the Executive Director. Such leave shall be compensated at the straight time rate.

"Immediate family" is construed to mean father, mother, husband, wife, brother, sister, child, stepchild, stepfather, stepmother, father-in-law, mother-in-law, legal guardian, foster child, foster parent, or any of them. Grandparent, grandchild, or significant other, is also considered "immediate family." A "significant other" must be designated to the Authority sixty (60) days before death in order for an employee to obtain bereavement leave. A maximum of three (3) days shall be granted for such leave. Absence under this subsection is not chargeable to sick leave.

In the event of death of an employee's uncle, aunt, niece, nephew, brother-in-law or sister-in-law, a one day bereavement leave may be granted to such employee, with the approval of the Executive Director. Such leave shall be compensated at the straight time rate.

Section 9.2 -- Compensatory Time Off. Compensatory time may be granted by the Executive Director as an alternate method of compensation for overtime work. In lieu of paid overtime, an employee may accrue compensatory time at the earned rate, either straight time or time and one half depending on the hours actually worked in that employee's work week. Employees shall accrue no more than 100 hours of compensatory time

The Authority shall not allow compensatory time accrual when a Communications Supervisor is in an overtime status for another Communications Supervisor or Operator who is in a compensatory time status. The Union agrees that there shall be no pyramiding or compounding of compensatory time accrual. The Communications Supervisor bargaining unit shall be responsible for covering staffing levels when compensatory time has been authorized and a sick leave or other unscheduled leave vacancy occurs in the schedule. The Authority shall fill the unscheduled vacancy with a Communications Supervisor unit member by voluntary or mandatory overtime, whichever is most practical at the time.

Section 9.3 -- Holidays.

- (a) Paid Fixed Holidays. The Authority shall observe eight (8) fixed holidays: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

Fixed Holiday time earned in a calendar year must be taken off by June 30 of the subsequent calendar year. Failure to do so will result in the loss of the time. Upon employment termination, unused holidays earned will be compensated at the employee's base rate of pay, which is defined as the employee's base salary per the salary schedule without any special pay.

- (b) Paid Floating Holidays. In addition to the fixed holidays listed above, all full-time employees will

be paid for seven (7) floating holidays when taken any time during the calendar year. Floating holidays do not carry over from year to year, but must be used during the year in which earned. Employee must be on paid status for six (6) days in each pay period in order to earn a paid floating holiday for that pay period. There shall be no limit as to the number of floating holidays taken at one time, as long as the ones taken have been earned. Accrual of floating holidays shall be handled as follows:

- (1) Permanent employees shall be awarded three (3) floating holidays on January 1 of each year; an additional four (4) will be awarded on July 1.
- (2) Probationary employees shall receive floating holidays depending upon their hire dates, as follows:

<u>Hire Date</u>	<u>Number Awarded</u>	<u>When Awarded</u>
Jan 1-Feb 28 (29)	7	3 on hire date, 4 on July 1
Mar 1-Apr 30	6	2 on hire date, 4 on July 1
May 1-Jun 30	5	1 on hire date, 4 on July 1
Jul 1-Aug 31	4	On hire date
Sep 1-Oct 31	3	On hire date
Nov 1-Dec 31	2	On hire date

Upon employment termination, floating holidays awarded will be compensated at the employee's base rate of pay, which is defined as the employee's base salary per the salary schedule without any special pay.

An employee who has been awarded more floating holiday time than that which would be accrued on a pro-rated bi-weekly basis (2.538 hours bi-weekly), shall not be paid for any holiday time which exceeds what he/she would have accrued on a pro-rated bi-weekly basis as of the date of termination. An employee who has used more holiday time than that which would be accrued on a pro-rated bi-weekly basis, shall have deducted from his/her final paycheck, an amount equivalent to the holiday time which exceeds what he/she would have accrued on a pro-rated bi-weekly basis as of the date of termination.

Section 9.4 -- Hours of Work. Employees shall be required to work a minimum of eight (8) hours per assigned workday. Based on each employee's particular work schedule, an employee may be assigned to work up to twelve (12) hours per day. Employees for whom necessity requires a different schedule than that generally applied, exemplified as staff services, training and special assignments, shall work according to regulations prepared by the respective department managers and approved by the Executive Director.

- (a) Work Week. An employee's work week is a fixed and regularly recurring period of one hundred sixty eight (168) hours, seven (7) consecutive twenty-four (24) hour periods. A work week need not coincide with the calendar week but may begin on any day and at any hour of the day. Work week(s) shall be designated by the Authority. For all employees working a 3/12 work schedule (three [3], twelve-hour [12] work days per work week with one eight-hour [8] workday every other workweek, which will always be on the day of the week either preceding the first 12-hour shift or following the third twelve-hour [12] shift of that week) their

work week shall begin exactly four (4) hours into their eight hour shift on the day of the week which constitutes their alternating regular day off.

For employees scheduled to work a 5/40 (five, eight-hour workdays per work week) or a 4/10 (four ten-hour work days per work week), their workweek shall begin at 12:00 a.m. on Friday and end the following Thursday at 11:59 p.m.

For all employees working a 9/80 work schedule (five, nine-hour days one week, followed by three, nine- hour days and an eight hour day the following week) their workweek shall begin exactly four (4) hours into their eight (8) hour shift on the day of the week, which constitutes their alternating regular day off.

- (b) Definitions of Hours Worked. Hours worked will be calculated as provided for by the Fair Labor Standards Act (FLSA) for actual time worked. Hours worked do not include time for which persons are compensated but do not actually work; specifically, sick leave, vacation leave, holiday leave, bereavement leave, injury leave, military leave, compensatory leave, jury duty or any other leave of absence.. A trade will be considered as actual hours worked for the absent employee.
- (c) During the term of this agreement, the Authority has the right to make schedule changes based on operational needs at anytime by giving impacted employees thirty (30) days notice.
- (d) Work Schedules. During the term of this Agreement, the Authority has the right to make schedule changes based on operational needs at anytime by giving impacted employees thirty (30) days notice.

Section 9.5 – Leaves. No less than, all provisions provided for by California State and/or Federal law shall be granted to full-time employees.

Section 9.6 -- Injury Leave. Each employee is authorized injury leave when the employee suffers an illness or injury while on duty, or arising in and out of the course of employment. In such cases, the employee is eligible to receive compensation as provided in the State Workers' Compensation Act. At no time may an employee use accumulated sick leave for an injury or illness which is compensable under the provisions of the Workers' Compensation Act of the State of California.

Section 9.7 -- Jury Duty Leave. A full-time employee of the Authority who is duly summoned for jury duty during the employee's regular work schedule, and who provides a copy of the jury duty summons to the Authority, shall be entitled, while so actually serving, to his/her regular compensation up to a maximum of fifteen (15) calendar days, provided he/she deposits with the Authority, all fees received for service. No overtime payment to the affected juror shall result from jury duty. Court-paid mileage fees may be retained by the employee. Employee shall return to Authority after employee is released from actual service. Employee may call or text in to speak to the Operations Manager or his/her designee, to request an exception, and the Operations Manager or his/her designee, shall reasonably exercise his/her discretion. If employee is not able to speak with Operations Manager or his/her designee to obtain approval for the exception, employee shall return to Authority. Employee released from actual service during scheduled working hours, who receives approval not to return to Authority shall use available holiday, vacation,

or compensatory time off for the work hours remaining in the regularly scheduled shift. Authority will not compensate for jury service performed on employee's regularly scheduled days off.

Section 9.8 -- Unpaid Leave of Absence. An unpaid leave of absence not to exceed ninety (90) calendar days may be granted to an employee for good cause providing operational requirements are met. Leaves of absence shall not be granted during holiday seasons or when there is a personnel shortage, unless other employees sufficiently trained are available and willing to do the additional work.

The length of absence granted shall be based on the employee's length of continuous service with Authority.

Less than one year	10 calendar days maximum
One year to less than three	30 calendar days maximum
Three years to less than five	60 calendar days maximum
Greater than five years	90 calendar days maximum

Granting unpaid leave of absence will take into account all other employees' approved leave time. In no case shall more than one full-time employee be absent on approved leave or leave of absence at the same time.

Only one (1) unpaid leave of absence may be granted an employee in a calendar year. Except in case of emergency, a written and fully documented request for unpaid leave of absence should be received by the Executive Director at least thirty (30) calendar days prior to the effective date of the unpaid leave. In all cases, use of appropriate leave entitlements should be considered before requesting an unpaid leave of absence. Once an employee is on an unpaid leave of absence, accrued leave entitlements may not be used. Unpaid leaves of absence are not to be used to circumvent the vacation and holiday scheduling process. When an employee is unable to request an unpaid leave of absence due to injury, illness, travel, or similar reasons, he/she may be administratively placed on leave of absence.

Sick leave, holidays, and vacation leave do not accrue during the unpaid leave of absence. Seniority, time in service, performance evaluation scheduling, and eligibility for merit increases are affected by an unpaid leave of absence. General wage increases granted to other employees during the unpaid leave of absence will not be implemented until the employee actually returns to work.

Employees returning from a leave of absence of more than ten (10) calendar days will notify the Executive Director five (5) working days before their actual return date. The employee will be returned to his/her original job status.

Employees may request an extension of their approved leave of absence, as long as they do not exceed the maximum time allowed for their years of service. Such request should be in writing and received by the Executive Director two (2) weeks in advance of the expiration of their leave.

An employee may request, in writing, cancellation of an approved leave of absence at any time before or during said leave, explaining the reason for cancellation.

The following constitutes violations of the spirit and intent of granting leave of absence, and shall result in automatic separation or resignation by the employee or termination of the employee:

- (a) Employees who engage in or apply for other employment while on leave of absence will be considered as having quit without notice.
- (b) Employees who fail to return from leave of absence on the prescribed day, and have not obtained an extension will be considered as having quit without notice.
- (c) Employees who obtain an approved leave of absence through fraud or misrepresentation shall be subject to discharge.

An employee must receive prior written approval to be on leave of absence. "Last minute" requests for leave of absence, without prior written approval, shall be considered an unauthorized absence from duty unless the Executive Director and the employee deem the leave of absence an emergency.

Section 9.9 – Maternity/Paternity Leave. Leave will be provided as required by State and/or Federal law.

Section 9.10 -- Military Leave. Military leave shall be granted to full-time employees in accordance with the provisions of State of California law. All full-time employees entitled to military leave shall give the Executive Director an opportunity, within the limitations of military regulations, to determine when such leave shall be taken.

Section 9.11 -- Sick Leave. Each full-time employee is eligible for paid sick leave upon completion of three (3) months continuous service. Accrual of this leave begins on the first day of the first pay period after day of hire and at the rate of ten (10) hours per month. An eligible employee may accrue a maximum of five hundred (500) hours of paid sick leave.

- (a) **General Sick Leave Policy.** Sick leave is not a discretionary privilege, but is allowed only in case of family or employee illness or for routine doctor, visual care, and dental appointments with advanced supervisor's approval. All sick leave must be approved by the employee's supervisor, who will verify eligibility and leave balance with the Administration Manager and/or the Financial Accountant. For purposes of this Section, family is defined as a spouse and/or children residing in the household.

No employee will accrue sick leave unless at least six (6) days are in paid status during the payroll period. Approved paid sick leave, paid vacation leave, paid holidays, paid compensatory time, paid jury duty, paid bereavement leave, temporary military leave of absence, or absence due to work-related disability shall be considered time worked under this Section. When an employee has used all accumulated sick leave, further absence shall be charged to any and all accrued vacation leave and compensatory time. Employees receiving State disability payments will not be required to exhaust vacation leave and compensatory time while on disability.

- (b) **Conditions for Eligibility for Sick Leave Compensation.** To receive paid sick leave, the employee must meet the following conditions:

- (1) The employee must notify his/her immediate supervisor at least two (2) hours prior to the beginning of work, and indicate the location and telephone number where he/she may be reached.
 - (2) When the employee is absent for three (3) or more consecutive working days, a doctor's certification of illness will be furnished upon return to work. A supervisor may require an employee to furnish a doctor's certificate for lesser absences to establish proof of illness. Submittal shall be made upon return to work.
 - (3) Employees returning from an absence due to illness or disability may be required to be examined by the Authority's physician at Authority expense.
 - (4) At no time will sick leave be authorized for injuries compensable under Workers' Compensation Insurance.
 - (5) The Authority reserves the right to periodically check validity of employee's or family member's illness through telephone when the Authority has reasonable suspicion that the employee is feigning his/her or a family member's illness. If deemed ineligible by a physician for sick leave compensation, an employee absent under such conditions may be subject to disciplinary action.
- (c) The employee, the Union, and the Authority recognize that sick leave is a privilege granted to the employee and should be viewed by the employee as insurance, and is not to be considered a means of compensation or extra vacation.
- (d) The employee, the Union, and the Authority recognize the necessity for timeliness in reporting for duty assignments.

Section 9.12 -- Vacation Leave. Each full-time employee is eligible for paid vacation leave upon completion of twelve (12) months' continuous service. Accrual of this leave begins on the first day of the first pay period after twelve (12) months' continuous service is completed. A one-time award of forty-eight (48) hours Vacation Leave shall be made upon satisfactory completion of probation. Employees promoted within the organization shall retain their current vacation leave schedule and do not receive a one-time award of forty-eight (48) hours upon completion of probation. Upon employment termination, vacation leave is computed up to, and including the last day worked. Vacation leave shall be earned in accordance with the following schedule:

<u>Completed Years of Service</u>	<u>Hours Earned Per Month</u>	<u>Hours Earned Per Year</u>	<u>Maximum Accumulation</u>
Less than 5	8	96	144
5 through 9	12	144	240
10 or more	16	192	336

The vacation year shall be the calendar year. All accumulation maximums shown above. Cannot be exceeded and accumulation stops until accrual is below maximum. If requirements of the service necessitate cancellation of scheduled vacation leave and it cannot be rescheduled and used before the end of the calendar year, a maximum of forty hours (40) in addition to the accrual maximums may be carried over for use not later than February 1 of the following calendar year.

No employee will accrue vacation leave unless at least six (6) days are in paid status during the payroll period. Approved paid sick leave, paid vacation leave, paid holidays, paid compensatory time, paid jury duty, paid bereavement leave, temporary military leave of absence, or absence due to work-related disability, shall be considered time worked under this Section.

Section 9.13 -- Accrual Rate Schedule. All employees hired into the Communications Supervisor group after April 1, 2018, shall retain their current accruals schedule for Vacation leave, Holiday Time, Floating Holiday Time and Sick Leave.

ARTICLE 10 -- SPECIAL AND OTHER PAYS

Section 10.1 -- Acting Pay. Employees assigned to a higher position in an acting status during the absence of an incumbent or to fill a vacancy until the vacancy can be filled by appointment, shall receive five percent 5% per hour above their current base salary. Eligibility for compensation shall begin only when the incumbent of the higher position certifies the ability of the employee to fill the higher position.

Section 10.2 -- Annual Payment for Unused Sick Leave (Optional). Annually, each permanent employee may convert, for cash, a limited number of hours of sick leave. Leave balances will be determined as of the end of the pay period nearest to, but not past, October 31st of each year. The hours to be converted will be determined by the completed years of service as shown below. Payment will be calculated as a percentage of the employee's base rate. A separate check may be issued for this amount.

Employees desiring to sell back unused sick leave shall be allowed to sell back hours above a forty (40) hour bank and provided they have only utilized 84 hours of sick leave accrual as of the end of the pay period nearest to, but not past October 31st of each year.

<u>Completed Years of Service</u>	<u>Maximum Hours That May be Converted</u>	<u>Conversion Rate</u>
2 or more	120	85% of base rate

Section 10.3 -- Annual Payment for Unused Vacation Leave (Optional). Annually, each permanent employee may convert, for cash, a limited number of hours of vacation leave. Leave balances will be determined as of the end of the pay period nearest to, but not past, October 31st of each year. The number of hours to be converted will be determined by the completed years of service as shown below. Payment will be calculated as a percentage of the employee's base rate.

<u>Completed Years of Service</u>	<u>Maximum Hours That May be Converted</u>	<u>Conversion Rate</u>
Less than 5	60	90% of base rate
5 or more	90	90% of base rate

Section 10.4 -- Annual Payment for Unused Holiday and Floating Holiday Leave (Optional).

Annually, each employee may convert, for cash, any amount of hours of holiday compensatory leave and/or floating holiday leave. No one shall be required to do this, but may if desired. Leave balances shall be determined at the end of the pay period nearest to, but not past October 31 each year. The holiday and floating holiday hours will be at 100% of the employee's base rate of pay which is defined as the employee's base salary per the salary schedule without any special pay.

Section 10.5 -- Court Pay. Payment shall be made to any Authority full-time employee who, when in an off-duty status, is required by a subpoena of an Officer of the Court, or competent authority, to appear in court and provide testimony in matters on behalf of the Authority or its member agencies, that relate to performance of duties as an Authority employee, at the prescribed overtime or compensatory time rate for all hours such employee must remain at the Court. Employees who receive Court time pay shall surrender to the Authority any witness fees they receive as a result of the subpoena. Employees shall retain Court-paid mileage fees.

Section 10.6 -- Education.

(a) The Authority agrees to an educational (college or university courses) reimbursement of \$4,000 per year for books and tuition towards an Associates or Bachelors Degree, upon successful completion with a grade level of "C" or better and if job related and pre-approved by the Executive Director. Courses must be from an accredited college. The total lifetime reimbursement during employment at the Authority is not to exceed \$12,000. Course transcripts and receipts must be provided. The definition of "job related" shall be determined by the Executive Director, whose decision shall be final. Course transcripts including course name, grade, and dates of course and receipts must be submitted no later than 30 days of course completion. Reimbursement shall be awarded in the fiscal year in which the course was completed.

(b) Educational Incentive: Prior to April 1, 2018, employees receiving an educational bonus will be capped at the dollar amount equivalent to their current educational bonus rate. Current employees who complete their Bachelor's Degree by June 30, 2019 shall receive \$550.00 a month. After April 1, 2018, employees will receive the following educational bonus pays:

Public Safety designation such as a Registered Public Leader (RPL) through APCO shall receive shall receive an educational bonus of \$200.00 a month.

Associate's degree shall receive an educational bonus of \$350.00 a month.

Bachelors or master's and above degree shall receive an educational bonus of \$450.00 a month.

Such educational bonus shall not be compounded.

Section 10.7 Overtime Work. Overtime will be paid to employees as required by the FLSA for actual work hours in excess of forty (40) hours in the defined FLSA workweek. No leave hours shall count as hours worked and hours worked in excess of scheduled hours in a day or shift shall not trigger overtime. Only hours actually worked in excess of forty (40) hours in the defined FLSA workweek shall entitle an employee to receive overtime compensation.

In case of emergency or whenever the public interest or necessity requires, any department may require any employee in such department to perform overtime work. No employee shall be required to perform overtime work, except in accordance with approved policies and upon the approval of the Executive Director or his designee. Overtime shall not be paid in those cases where an employee is called back from paid leave. In this case, the employee shall be deemed to have returned to regular work status, be paid regular salary, and not be charged for paid leave for those hours actually worked.

Section 10.8 -- Termination Pay. Upon termination, the employee will be paid for accrued vacation leave (not more than the maximum accumulation listed in Section 9.11 for completed service) and holiday compensatory time earned but not taken, if in accordance with the limitations established in Section 9.3. Accrued sick leave is not compensable on termination. Limited payment for accrued compensatory time is authorized in Section 9.2.

Section 10.9 -- Travel Allowance. Subject to the audit and approval of the Executive Director or his designee, employees of the Authority shall (except where a specific allowance for automobile use is made) be entitled to receive expense reimbursements for furnishing to said Authority their own personal automobiles in the performance of the duties necessary to their respective offices or employment, at the Internal Revenue Service's (IRS) prevailing rate. All mileage expense reimbursement requests under this Section must be rendered within thirty (30) days after the last date upon which the use was made, and must indicate the specific purpose for which the automobile was used.

Section 10.10 -- Union Steward Compensation. Relief for a Union steward performing Union business, specifically negotiations and meet and confer issues, when requested by the Authority shall be as follows:

- (a) A Union steward scheduled to work shall be relieved from his/her scheduled duties when conducting negotiations with the Authority, or when meeting with the membership for ratification of a contract.
- (b) A Union steward not scheduled to work shall be compensated in the form of overtime compensation. No compensatory time off shall be authorized in lieu of such compensation.
- (c) A total bank of one hundred (100) hours for Union steward compensation shall be provided for negotiation purposes. The Authority agrees to compensate Union stewards for being called in while off duty for Authority requested meetings. No compensatory time off shall be authorized in lieu of such compensation.

Section 10.11 -- Public Safety Memberships. Once a year, upon request the Authority will reimburse for the cost of one of the following Public Safety memberships not to exceed a combined total of \$150.00: APCO, NENA, CPRA, POST, CCUG.

Section 10.12 -- Computer Loan Program. Once every 3 years, the Authority will loan up to \$2000 interest- free for the purpose of purchasing a computer for personal use. The loan may be used toward a laptop, desktop, keyboard, and/or mouse, and must be paid via payroll deduction and must not exceed 20 months . Upon separation from the Authority, any loan balance will be deducted from the employee's final paycheck.

ARTICLE 11 -- FRINGE BENEFITS

Section 11.1 -- Insurance Benefits Program. Each full-time employee is eligible to participate in the Authority's selected group insurance benefits program on the following bases:

Section 11.2 -- Contribution Amount. Effective September 1, 2015, the Authority shall, under a Section 125 Cafeteria, Flexible or Optional Benefit Plan, contribute \$1100.00 per month towards each employee's medical and dental insurance premiums. Effective April 1, 2018, the Authority will contribute \$1150.00 per month towards each employee's medical and dental insurance premiums. Effective July 1, 2018, the Authority will contribute \$1200 per month. Effective July 1, 2019, the Authority will contribute \$1250 per month. Effective upon approval and adoption of this Agreement, the Authority will contribute \$1300 per month. This amount includes the Authority's contribution towards health insurance plan premium for each employee, which is the mandatory employer contribution required under California Government Code Section 22892(b) of the Public Employees' Medical and Hospital Care Act (PEMHCA).

Section 11.3 -- IRS Section 125 Cafeteria Plan. Effective upon approval and adoption of this Agreement, should the Authority's contribution exceed the actual cost of the medical and dental insurance premiums, or should employee voluntarily elect not to participate pursuant to Section 11.7, below, employee shall not receive any cash back.

Section 11.4 -- Medical-Dental Plans. Full-time employees and their dependents shall be eligible for coverage in the medical and dental plans under the terms and conditions of the contract executed between the Authority and the insurance providers selected by the Authority.

Section 11.5 -- Medical-Dental Insurance Coverage - When Employee is on Family Medical Leave (FMLA). When the employee's FMLA leave has been approved by Authority, Authority shall continue to provide its share of the medical/dental insurance premium up to twelve (12) work weeks in accordance with the FMLA guidelines.

Section 11.6 - Medical-Dental Insurance Coverage When Employee is on Unpaid Status. The Authority shall pay for thirty (30) days from the date the employee is on leave without pay.

Section 11.7 - Medical Plan Waiver. Should employee voluntarily elect not to participate in the Authority's medical insurance, the employee must provide proof of medical insurance coverage under a spouse's or another medical insurance plan.

Section 11.8 - Retirees' Medical. The Authority shall continue to contribute the minimum amount for medical insurance premium~~s~~ as required under Section 22892(b) of the PEMHCA for employees who retire from the Authority. In addition, each employee who retires from the Authority shall receive the following, from date of retirement until age 65:

- (a) Minimum fifteen (15) years of service with Authority \$250.00 per month
- (b) Minimum twenty (20) years of service with Authority \$450.00 per month

(c) Employees who retire from the Authority before July 1, 2014, shall receive up to seven hundred fifty dollars (\$750) per month for employee-only medical premiums, as long as the Authority

remains in PEMHCA.

The amount received will be based on the employee's medical premiums. Any excess amount will not be provided to the employee. If the Authority elects not to remain in PEMHCA, employees who retire from the Authority before July 1, 2014, shall receive the retiree medical benefits specified in Section 11.8(a) or (b), above herein, depending upon their years of service.

The Authority currently contracts with the California Public Employees' Retirement System (CalPERS) for employee group insurance health benefits. Should the Authority terminate its contract with CalPERS, all employees hired prior to 1986 who are ineligible to participate in Medicare, and retire from a classification covered by this Memorandum of Understanding, are receiving retirement benefits from CalPERS, and have a minimum of twenty (20) years of full-time employment, shall be entitled to enroll in an Authority-selected health benefit plan. The benefits provided in the health plan selected by the Authority shall equal or exceed the benefits the employee would have received had he/she been eligible to participate in Medicare. The Authority agrees to pay the cost of coverage for the plan in which the employee is enrolled. If the employee resides outside the State of California at the time of eligibility, the Authority agrees to pay the employee the cash equivalent of the cost of coverage for the plan in which the employee would have been enrolled had he/she lived in California. This benefit commences upon the employee reaching the age of sixty-five (65), at which time he/she would have otherwise been eligible to participate in Medicare. The benefit shall cease if and when the employee becomes eligible to participate in Medicare or equivalent Government health benefit program.

Section 11.9 - Life Insurance Plan. All full-time employees shall receive a life insurance policy covering the employee in the amount of \$100,000. Authority shall pay one hundred (100%) of the premium.

Section 11.10 -- Vision Plan. All full-time employees and their dependents shall be eligible for coverage in the vision plan under the terms and conditions of the contract executed between Authority and the insuring agency. Authority shall pay one hundred percent (100%) of the premium.

Section 11.11 -- Retirement. Authority has a contract with the California Public Employees' Retirement System (CalPERS) for coverage under the basic plan for non-safety employees without modifications. All full-time employees who work more than half time (more than an average of eighty-seven (87) hours per month or more than a total of five hundred twenty-two [522] hours in a six [6] month period) or who have qualified for retirement coverage under CalPERS by virtue of previous employment with Authority or elsewhere, are required to participate in this system. For employees hired prior to October 25, 2011, the Authority shall provide a CalPERS contract of two percent (2%) at fifty-five (55) based on the employee's single highest year.

- (a) Effective July 1, 2014, Group A employees (with a hire date prior to October 25, 2011), will contribute one quarter of the employees' contribution PERS rate or one and three quarters

percent (1.75%) of their salary, including all special pays and on July 1, 2015 will contribute an additional one quarter of the employee's contribution PERS rate or one and three quarters percent (1.75%) of their salary, including all special pays for a total of three and one half percent (3 ½ %).

For Group B employees (with a hire date after October 25, 2011), the Authority shall provide a PERS contract of two percent (2%) at sixty (60), based on the employees' three (3) highest consecutive years. These employees will also contribute the full seven percent (7%) of their salary, including special pays, toward the employee's contribution.

Section 11.12 -- Time of Payments. Authority shall pay its portion of medical, dental, life insurance, and vision plan premiums for a period not to exceed 30 days after the expiration of paid leave entitlements.

Section 11.13 -- Uniforms. The Authority will initially issue four (4) uniforms and two (2) more uniforms every two (2) years thereafter, excluding shoes.

Section 11.14 -- Quality Assurance Program. The parties to this Memorandum of Understanding agree that a Quality Assurance Program shall be developed by the Management of the Authority and the Communications Supervisors.

Section 11.15 -- Flexible Spending Account. The Authority will offer the additional benefit of a flexible spending account. The Authority will establish this optional benefit following the approval and adoption of this Agreement. Once the FSA is established, the Authority will make a one-time, \$500 contribution to each employee's FSA.

ARTICLE 12 -- DEMOTION

Section 12.1 -- Pay. When a promoted employee is subsequently demoted, whether voluntarily or not, from a position in one pay grade to the position in a lower pay grade, the rate of pay after demotion shall be the same as the rate of pay the employee received immediately before the promotion, plus any cost-of-living increase awarded all employees during the interim. Should this action require assigning the demoted employee to a pay step higher than the highest step on the appropriate pay scale, the employee shall be Y-rated after assignment.

Section 12.2 -- Seniority. When a probationary promoted employee is subsequently demoted, whether voluntarily or not, from a position in one pay grade to a position in a lower pay grade, the seniority date of the employee after demotion shall be the same as it was before promotion. Demotion of a permanent employee shall require issuance of a new seniority date equal to the date of the demotion.

ARTICLE 13 -- GRIEVANCE PROCEDURE

Section 13.1 -- Introduction. The grievance procedure is established in order to promote improved employer/employee relations by affording employees an informal method for further consideration of complaints which have not been resolved through discussions.

Section 13.2 -- Definition. A grievance is any dispute concerning the interpretation or application of a written Memorandum of Understanding, or of Authority rules and regulations governing personnel practices or working conditions. An impasse in meeting and conferring up the terms of a proposed Memorandum of Understanding is not a grievance.

Section 13.3 -- Right to Grieve. Any employee other than probationary employees (see Section 13.4) shall have the right to grieve a decision affecting his/her employment made by the Authority, and related to those matters defined in Section 13.2. Employees have the right to grieve written reprimands up through Step 3 of the grievance procedure outlined below. Employees have the right to grieve job evaluations up to Step 2 of the grievance procedure outlined below. Oral reprimands are not subject to grievance. Appeals of suspensions, demotions, terminations, and other disciplinary actions shall be subject to the provisions of Article 14.

Section 13.4 -- Probationary Employee's Limited Right to Grieve. A probationary employee may grieve only a disciplinary action administered without just cause. Termination or reduction of probationary employee for failure to acquire the skills necessary to perform the job shall not be considered a disciplinary action.

Section 13.5 -- Informal Grievance Procedure. An employee who wishes to grieve should first discuss the matter with his/her immediate supervisor within five (5) working days of the incident. If not satisfied with the decision reached by this discussion, the employee shall then have the right to file a formal grievance in writing, within ten (10) working days after receiving the informal decision of the immediate supervisor.

Section 13.6 -- Formal Grievance Procedure.

(a) First level of review (Step 1):

A grievance shall be presented, in writing, to the employee's immediate supervisor, who shall review it and render a decision to the employee within five (5) working days after receiving it. A supervisor's decision shall include the reasons for the decision. If the employee does not agree with the supervisor's decision, or if no response has been received in five (5) working days, the employee may, within five (5) working days, present an appeal, in writing, to the next level of supervision.

If the employee is not satisfied with the decision rendered at this level of supervision, the decision may be appealed to the Executive Director. This appeal must be made within five (5) working days after receipt of the previous written decision or if no written decision was rendered.

(b) Executive Director Review (Step 2) :

The Executive Director shall promptly discuss the grievance with the employee, the employee's representative, if any, and any other persons having relevant information. The Executive Director shall render his/her decision, including the reason for his/her decision, within ten (10) working days.

(c) Board of Review Step (Step 3)

To be eligible for Board of Review Step, the grievance must be submitted to the Executive Committee within twenty (20) calendar days of the receipt of the final Step 2 decision.

- (1) Upon receipt of the grievance, the Executive Secretary will, within five (5) working days, submit to the Union a list of the members of the Board of Review.
- (2) The hearing at this step shall be convened within fifteen (15) calendar days of the notification of the selected Board of Review member.
- (3) The final decision will be submitted to the Union within twenty (20) calendar days of the final Step 3 hearing.

ARTICLE 14 -- DISCIPLINARY PROCEDURE

Resolution 40, Rule XXI, shall be modified as set forth below:

- (a) Section 1 -- Appeals chart shall provide for appeal to the Board of Review for all suspensions of Communications Supervisors.
- (b) The footnote to Section 1 shall provide that "oral and written reprimands are not subject to appeal pursuant to this rule; however, written reprimands are subject to the grievance procedure in Rule XV."

ARTICLE 15 -- IMPASSE PROCEDURE

Resolution 40, Rule XXII, Section 16, shall be modified as follows:

- (a) The parties submit to each other their written statements of the issues.
- (b) The parties then schedule further meetings to resolve the issues.
- (c) If the issues are not resolved, either party may request mediation through the California State Mediation and Conciliation Service.
- (d) If the issues are not resolved, and the impasse still exists, the parties shall then submit written statements of their final position to the Executive Committee.
- (e) The Executive Committee will then make a final determination on the issues.

ARTICLE 16 -- EVALUATION CRITERIA

Each personnel evaluation shall measure the employee's performance, attendance, and punctuality record.

Section 16.1 -- Attendance. No more than eighty (80) hours sick leave (in a calendar year) shall be

deemed satisfactory; more than 80 hours sick leave shall be deemed unsatisfactory.

Section 16.2 -- Leave of Absence.

- (a) Emergency/pre-approved leave of absence shall not be considered in the evaluation criteria covered in Section 16.1.
- (b) Unapproved leave of absence shall be considered according to Section 16.1.

The above mentioned Article and Sections shall be calculated on a calendar year basis.

Section 16.3 -- Performance. Incidents of discipline concerning performance shall be judged on a case by case basis subject to the grievance procedure outlined elsewhere in this Memorandum of Understanding.

Section 16.4 -- Punctuality. No more than three (3) tardies (in an evaluative year) shall be deemed satisfactory; more than three (3) tardies shall be deemed unsatisfactory.

APPENDIX A

COMPENSATION AS OF JULY 1, 2016

On April 1, 2018, a 2.5% increase of the base rate will be applied.

On July 1, 2018, a 2.5% increase of the base rate will be applied.

On July 1, 2019, a 2.5% increase of the base rate will be applied.

BASE RATE

	<u>FY 17-18</u>		<u>FY 18-19</u>		<u>FY 19-20</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Step A	\$6,517.04	\$37.60	\$6,679.97	\$38.54	\$6,846.97	\$39.50
Step B	\$6,833.60	\$39.42	\$7,004.44	\$40.41	\$7,179.55	\$41.42
Step C	\$7,165.95	\$41.34	\$7,345.10	\$42.38	\$7,528.73	\$43.43
Step D	\$7,514.93	\$43.36	\$7,702.80	\$44.44	\$7,895.37	\$45.55
Step E	\$7,881.37	\$45.47	\$8,078.40	\$46.61	\$8,280.36	\$47.77
Step F	\$8,266.11	\$47.69	\$8,472.76	\$48.88	\$8,684.58	\$50.10
Step G	\$8,670.11	\$50.02	\$8,886.86	\$51.27	\$9,109.03	\$52.55

*Steps F and G shall be awarded to an employee who has demonstrated an average or above level of competency for the classification after a minimum of two years in the previous step, subject to the Operations Manager's recommendation and the Executive Director's approval.

APPENDIX S

SIGNATURE PAGE

In witness whereof, the parties hereto have caused this Memorandum of Understanding to be executed this ___th day of ~~May 2018~~April 2021.

On behalf of the South Bay Regional
Public Communications Authority

On behalf of the Communications
Workers of America

~~Erick Lee~~Shannon Kauffman~~Ross Klun~~
~~Vicki DiPaolo~~
~~Acting~~ Executive Director

~~Steve Maldonado~~
~~CWA Director~~Vice President
~~CWA Local 9400~~

~~Shannon Kauffman~~John Krok
~~Operations~~ Administrative Services Manager
Member

~~Lena Maria Ramos~~
~~_____~~ Bargaining Committee

~~Shander Coston~~Megan Cunningham
Bargaining Committee Member

~~_____~~
~~_____~~
~~CWA District 9~~
~~District 9 Staff Representative~~

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Attachment 2

MEMORANDUM OF UNDERSTANDING

BETWEEN

SOUTH BAY REGIONAL PUBLIC

COMMUNICATIONS AUTHORITY

and

THE COMMUNICATIONS WORKERS OF AMERICA

January 1, 2021 through December 31, 2021

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PREAMBLE

THIS AGREEMENT is made and entered into by and between the South Bay Regional Public Communications Authority (Authority) and the Communications Workers of America (Union). Agreement is binding upon Authority only upon approval of the Executive Committee and shall apply from January 1, 2021 through December 31, 2021.

ARTICLE 1 -- CONCLUSIVENESS OF AGREEMENT

Section 1.1 -- Agreement Conclusive. This Agreement contains all of the promises and agreements of the parties. Therefore, for the life of this Agreement, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue, whether or not that issue was raised at a meet and confer session preceding this Agreement, unless the parties agree to bargain about it. There are two sub-groups of employees, which are defined as: Group A employees are Supervisors with a hire date prior to October 25, 2011; Group B employees are Supervisors with a hire date after October 25, 2011.

ARTICLE 2 -- RECOGNITION OF UNION

Section 2.1 -- Union Recognition. The Authority recognizes the Union as the exclusive representative for all employees in the job classification of Communications Supervisor.

ARTICLE 3 -- MANAGEMENT RIGHTS

Section 3.1 -- Management Rights. The Authority retains all rights not specifically delegated by this Agreement, including, but not limited to, the exclusive right to determine its mission; set standards of service; determine procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; contract out work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The determination of whether or not an emergency exists is solely within the discretion of the Authority and is expressly excluded from the grievance procedure. Both parties further agree that failure to exercise any prerogative or exercising one in a certain manner, shall not be deemed a waiver of the right to exercise the right or to exercise it in a new or different manner. This Section in no way sets aside the employee's right to use the grievance procedure as defined.

ARTICLE 4 -- NO STRIKE, NO LOCKOUT

Section 4.1 -- Work Interruption. During the life of this Agreement, the Union will not cause, authorize, advise, or encourage any interruption of work or any other concerted action. The term "interruption of work" shall include any work stoppage or strike (including economic or unfair labor practice strikes) or any intentional slowdown of work. The term "other concerted action" includes picketing or boycott activities by the Union, and refusal to work on and handle equipment, or produce any materials or services because of a labor dispute. Authority shall reprimand, suspend, demote, or terminate or otherwise discipline any employee who actively engages in such action against the Authority during the life of this Agreement. Any disciplinary action as a result of this Section by the Authority shall be the final and binding administrative action upon the Union and its members, and shall in no case be considered as a violation by the Authority of any provision of this Agreement.

Section 4.2 -- Lockout. The Authority will not lock out any employee.

Section 4.3 -- Discipline. Any employee engaging in any action prohibited by this Article shall be subject to immediate discharge or other discipline as the Authority may assess. Such discharge or discipline shall not be reviewable through any grievance procedure.

ARTICLE 5 -- PAYROLL DEDUCTIONS

Section 5.1 -- Union Security. Under Federal labor laws and obligations under this Agreement, the Union is required to fairly and equally represent all of the employees in the bargaining unit without regard to whether or not the employee is a member of the Union.

All employees who are members of the Union in good standing and all employees who thereafter become members shall, except as specified in the Article, remain members of the Union in good standing for the duration of this Agreement as a condition of employment. Members shall be considered in good standing as long as they tender the periodic dues uniformly required as a condition of membership.

If a dispute arises as to whether an employee was a member of the Union in good standing under the above provisions, such dispute may be submitted and settled as mutually agreed by the Authority and the Union.

The Authority agrees to provide payroll deductions of membership dues upon the written authorization of employees in the unit, on forms provided to the Authority. Each employee covered by this Agreement shall have dues deducted in accordance with applicable administrative procedures for the duration of this Agreement.

Section 5.2 -- Indemnity. The Union shall hold harmless, indemnify and provide a defense for the Authority against any claim, demand, suit, or other form of liability that shall arise out of action taken or not taken by the Authority in complying with the provisions of this Article.

ARTICLE 6 -- SAVINGS PROVISION

Section 6.1 -- Separability. Should any provision of this Agreement be declared illegal or invalid by decision of a Court of Law or any administrative agency, all other provisions of this Agreement shall nevertheless remain valid, subsisting, and in full force and effect. In the event of any such invalidation, the parties agree to meet and to attempt to negotiate substitute provisions for the provisions declared illegal or invalid.

ARTICLE 7 -- MEAL PERIOD AND BREAK PERIOD

Section 7.1 -- Nature of Work. Both parties recognize that the nature of emergency dispatching requires staffing twenty-four (24) hours a day. Both parties further recognize that the workload is sporadic and not evenly spaced during the shift or workday.

Section 7.2 -- Breaks. Each employee's paid breaks and meal periods shall be taken under the following guidelines:

2 hours:	no break
4 hours:	no break
6 or more hours:	one 15-minute break
8 or more hours:	one 15-minute break and one 30-minute meal period
12 or more hours:	two 15-minute breaks and one 30-minute meal period
16 or more hours:	three 15-minute breaks and one 30-minute meal period

Employees must remain on-site during their break and meal periods. The Authority must respond to emergency situations, and when an emergency occurs as determined by the Authority, the above-stated periods may be cancelled during a shift.

If paid breaks or meal periods cannot be accommodated as stated in the guidelines above, employees shall take their paid breaks and meals as they can accommodate them; however, in no event shall an employee be away from the Communications Center for more than thirty (30) minutes at one time.

Section 7.3 -- Failure to Grant. Both parties further recognize that the workload will not always allow granting of such meal and break periods. Failure of the Authority to appropriately schedule adequate personnel for breaks may be the subject of a grievance.

ARTICLE 8 -- HARASSMENT AND DISCRIMINATION

Section 8.1 -- No Discrimination. The Union and the Authority agree not to discriminate against any employee or applicant because of age, sex, race, national origin, religion, and/or Union membership and activity.

Section 8.2 -- No Harassment. The Authority expects and requires all employees to treat one another with dignity and respect. Harassment of fellow employees is a violation of law. No employment decision may be made based upon an employee's submission to, or, rejection of such conduct. Any employee who believes that he or she is the victim of such harassment, whether

sexual, racial, ethnic, or religious, is required to immediately report the conduct to a supervisor, the Operations Manager, or the Executive Director. Any employee who engages in such conduct is subject to disciplinary action including immediate discharge.

ARTICLE 9 -- ATTENDANCE AND LEAVES

Section 9.1 -- Bereavement Leave (Death in Immediate Family). In the event of death of a member of the employee's immediate family, bereavement leave may be granted to such employee, with the approval of the Executive Director. Such leave shall be compensated at the straight time rate.

"Immediate family" is construed to mean father, mother, husband, wife, brother, sister, child, stepchild, stepfather, stepmother, father-in-law, mother-in-law, legal guardian, foster child, foster parent, or any of them. Grandparent, grandchild, or significant other, is also considered "immediate family." A "significant other" must be designated to the Authority sixty (60) days before death in order for an employee to obtain bereavement leave. A maximum of three (3) days shall be granted for such leave. Absence under this subsection is not chargeable to sick leave.

In the event of death of an employee's uncle, aunt, niece, nephew, brother-in-law or sister-in-law, a one day bereavement leave may be granted to such employee, with the approval of the Executive Director. Such leave shall be compensated at the straight time rate.

Section 9.2 -- Compensatory Time Off. Compensatory time may be granted by the Executive Director as an alternate method of compensation for overtime work. In lieu of paid overtime, an employee may accrue compensatory time at the earned rate, either straight time or time and one half depending on the hours actually worked in that employee's work week. Employees shall accrue no more than 100 hours of compensatory time

The Authority shall not allow compensatory time accrual when a Communications Supervisor is in an overtime status for another Communications Supervisor or Operator who is in a compensatory time status. The Union agrees that there shall be no pyramiding or compounding of compensatory time accrual. The Communications Supervisor bargaining unit shall be responsible for covering staffing levels when compensatory time has been authorized and a sick leave or other unscheduled leave vacancy occurs in the schedule. The Authority shall fill the unscheduled vacancy with a Communications Supervisor unit member by voluntary or mandatory overtime, whichever is most practical at the time.

Section 9.3 -- Holidays.

(a) Paid Fixed Holidays. The Authority shall observe eight (8) fixed holidays: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

Fixed Holiday time earned in a calendar year must be taken off by June 30 of the subsequent calendar year. Failure to do so will result in the loss of the time. Upon employment termination, unused holidays earned will be compensated at the employee's base rate of pay, which is defined as the employee's base salary per the salary schedule without any special pay.

(b) Paid Floating Holidays. In addition to the fixed holidays listed above, all full-time employees will

be paid for seven (7) floating holidays when taken any time during the calendar year. Floating holidays do not carry over from year to year, but must be used during the year in which earned. Employee must be on paid status for six (6) days in each pay period in order to earn a paid floating holiday for that pay period. There shall be no limit as to the number of floating holidays taken at one time, as long as the ones taken have been earned. Accrual of floating holidays shall be handled as follows:

- (1) Permanent employees shall be awarded three (3) floating holidays on January 1 of each year; an additional four (4) will be awarded on July 1.
- (2) Probationary employees shall receive floating holidays depending upon their hire dates, as follows:

<u>Hire Date</u>	<u>Number Awarded</u>	<u>When Awarded</u>
Jan 1-Feb 28 (29)	7	3 on hire date, 4 on July 1
Mar 1-Apr 30	6	2 on hire date, 4 on July 1
May 1-Jun 30	5	1 on hire date, 4 on July 1
Jul 1-Aug 31	4	On hire date
Sep 1-Oct 31	3	On hire date
Nov 1-Dec 31	2	On hire date

Upon employment termination, floating holidays awarded will be compensated at the employee's base rate of pay, which is defined as the employee's base salary per the salary schedule without any special pay.

An employee who has been awarded more floating holiday time than that which would be accrued on a pro-rated bi-weekly basis (2.538 hours bi-weekly), shall not be paid for any holiday time which exceeds what he/she would have accrued on a pro-rated bi-weekly basis as of the date of termination. An employee who has used more holiday time than that which would be accrued on a pro-rated bi-weekly basis, shall have deducted from his/her final paycheck, an amount equivalent to the holiday time which exceeds what he/she would have accrued on a pro-rated bi-weekly basis as of the date of termination.

Section 9.4 -- Hours of Work. Employees shall be required to work a minimum of eight (8) hours per assigned workday. Based on each employee's particular work schedule, an employee may be assigned to work up to twelve (12) hours per day. Employees for whom necessity requires a different schedule than that generally applied, exemplified as staff services, training and special assignments, shall work according to regulations prepared by the respective department managers and approved by the Executive Director.

- (a) **Work Week.** An employee's work week is a fixed and regularly recurring period of one hundred sixty eight (168) hours, seven (7) consecutive twenty-four (24) hour periods. A work week need not coincide with the calendar week but may begin on any day and at any hour of the day. Work week(s) shall be designated by the Authority. For all employees working a 3/12 work schedule (three [3], twelve-hour [12] work days per work week with one eight-hour [8] workday every other workweek, which will always be on the day of the week either preceding the first 12-hour shift or following the third twelve-hour [12] shift of that week) their

work week shall begin exactly four (4) hours into their eight hour shift on the day of the week which constitutes their alternating regular day off.

For employees scheduled to work a 5/40 (five, eight-hour workdays per work week) or a 4/10 (four ten-hour work days per work week), their workweek shall begin at 12:00 a.m. on Friday and end the following Thursday at 11:59 p.m.

For all employees working a 9/80 work schedule (five, nine-hour days one week, followed by three, nine- hour days and an eight hour day the following week) their workweek shall begin exactly four (4) hours into their eight (8) hour shift on the day of the week, which constitutes their alternating regular day off.

- (b) Definitions of Hours Worked. Hours worked will be calculated as provided for by the Fair Labor Standards Act (FLSA) for actual time worked. Hours worked do not include time for which persons are compensated but do not actually work; specifically, sick leave, vacation leave, holiday leave, bereavement leave, injury leave, military leave, compensatory leave, jury duty or any other leave of absence.. A trade will be considered as actual hours worked for the absent employee.
- (c) During the term of this agreement, the Authority has the right to make schedule changes based on operational needs at anytime by giving impacted employees thirty (30) days notice.
- (d) Work Schedules. During the term of this Agreement, the Authority has the right to make schedule changes based on operational needs at anytime by giving impacted employees thirty (30) days notice.

Section 9.5 – Leaves. No less than, all provisions provided for by California State and/or Federal law shall be granted to full-time employees.

Section 9.6 -- Injury Leave. Each employee is authorized injury leave when the employee suffers an illness or injury while on duty, or arising in and out of the course of employment. In such cases, the employee is eligible to receive compensation as provided in the State Workers' Compensation Act. At no time may an employee use accumulated sick leave for an injury or illness which is compensable under the provisions of the Workers' Compensation Act of the State of California.

Section 9.7 -- Jury Duty Leave. A full-time employee of the Authority who is duly summoned for jury duty during the employee's regular work schedule, and who provides a copy of the jury duty summons to the Authority, shall be entitled, while so actually serving, to his/her regular compensation up to a maximum of fifteen (15) calendar days, provided he/she deposits with the Authority, all fees received for service. No overtime payment to the affected juror shall result from jury duty. Court-paid mileage fees may be retained by the employee. Employee shall return to Authority after employee is released from actual service. Employee may call or text in to speak to the Operations Manager or his/her designee, to request an exception, and the Operations Manager or his/her designee, shall reasonably exercise his/her discretion. If employee is not able to speak with Operations Manager or his/her designee to obtain approval for the exception, employee shall return to Authority. Employee released from actual service during scheduled working hours, who receives approval not to return to Authority shall use available holiday, vacation,

or compensatory time off for the work hours remaining in the regularly scheduled shift. Authority will not compensate for jury service performed on employee's regularly scheduled days off.

Section 9.8 -- Unpaid Leave of Absence. An unpaid leave of absence not to exceed ninety (90) calendar days may be granted to an employee for good cause providing operational requirements are met. Leaves of absence shall not be granted during holiday seasons or when there is a personnel shortage, unless other employees sufficiently trained are available and willing to do the additional work.

The length of absence granted shall be based on the employee's length of continuous service with Authority.

Less than one year	10 calendar days maximum
One year to less than three	30 calendar days maximum
Three years to less than five	60 calendar days maximum
Greater than five years	90 calendar days maximum

Granting unpaid leave of absence will take into account all other employees' approved leave time. In no case shall more than one full-time employee be absent on approved leave or leave of absence at the same time.

Only one (1) unpaid leave of absence may be granted an employee in a calendar year. Except in case of emergency, a written and fully documented request for unpaid leave of absence should be received by the Executive Director at least thirty (30) calendar days prior to the effective date of the unpaid leave. In all cases, use of appropriate leave entitlements should be considered before requesting an unpaid leave of absence. Once an employee is on an unpaid leave of absence, accrued leave entitlements may not be used. Unpaid leaves of absence are not to be used to circumvent the vacation and holiday scheduling process. When an employee is unable to request an unpaid leave of absence due to injury, illness, travel, or similar reasons, he/she may be administratively placed on leave of absence.

Sick leave, holidays, and vacation leave do not accrue during the unpaid leave of absence. Seniority, time in service, performance evaluation scheduling, and eligibility for merit increases are affected by an unpaid leave of absence. General wage increases granted to other employees during the unpaid leave of absence will not be implemented until the employee actually returns to work.

Employees returning from a leave of absence of more than ten (10) calendar days will notify the Executive Director five (5) working days before their actual return date. The employee will be returned to his/her original job status.

Employees may request an extension of their approved leave of absence, as long as they do not exceed the maximum time allowed for their years of service. Such request should be in writing and received by the Executive Director two (2) weeks in advance of the expiration of their leave.

An employee may request, in writing, cancellation of an approved leave of absence at any time before or during said leave, explaining the reason for cancellation.

The following constitutes violations of the spirit and intent of granting leave of absence, and shall result in automatic separation or resignation by the employee or termination of the employee:

- (a) Employees who engage in or apply for other employment while on leave of absence will be considered as having quit without notice.
- (b) Employees who fail to return from leave of absence on the prescribed day, and have not obtained an extension will be considered as having quit without notice.
- (c) Employees who obtain an approved leave of absence through fraud or misrepresentation shall be subject to discharge.

An employee must receive prior written approval to be on leave of absence. "Last minute" requests for leave of absence, without prior written approval, shall be considered an unauthorized absence from duty unless the Executive Director and the employee deem the leave of absence an emergency.

Section 9.9 – Maternity/Paternity Leave. Leave will be provided as required by State and/or Federal law.

Section 9.10 -- Military Leave. Military leave shall be granted to full-time employees in accordance with the provisions of State of California law. All full-time employees entitled to military leave shall give the Executive Director an opportunity, within the limitations of military regulations, to determine when such leave shall be taken.

Section 9.11 -- Sick Leave. Each full-time employee is eligible for paid sick leave upon completion of three (3) months continuous service. Accrual of this leave begins on the first day of the first pay period after day of hire and at the rate of ten (10) hours per month. An eligible employee may accrue a maximum of five hundred (500) hours of paid sick leave.

- (a) **General Sick Leave Policy.** Sick leave is not a discretionary privilege, but is allowed only in case of family or employee illness or for routine doctor, visual care, and dental appointments with advanced supervisor's approval. All sick leave must be approved by the employee's supervisor, who will verify eligibility and leave balance with the Administration Manager and/or the Financial Accountant. For purposes of this Section, family is defined as a spouse and/or children residing in the household.

No employee will accrue sick leave unless at least six (6) days are in paid status during the payroll period. Approved paid sick leave, paid vacation leave, paid holidays, paid compensatory time, paid jury duty, paid bereavement leave, temporary military leave of absence, or absence due to work-related disability shall be considered time worked under this Section. When an employee has used all accumulated sick leave, further absence shall be charged to any and all accrued vacation leave and compensatory time. Employees receiving State disability payments will not be required to exhaust vacation leave and compensatory time while on disability.

- (b) **Conditions for Eligibility for Sick Leave Compensation.** To receive paid sick leave, the employee must meet the following conditions:

- (1) The employee must notify his/her immediate supervisor at least two (2) hours prior to the beginning of work, and indicate the location and telephone number where he/she may be reached.
 - (2) When the employee is absent for three (3) or more consecutive working days, a doctor's certification of illness will be furnished upon return to work. A supervisor may require an employee to furnish a doctor's certificate for lesser absences to establish proof of illness. Submittal shall be made upon return to work.
 - (3) Employees returning from an absence due to illness or disability may be required to be examined by the Authority's physician at Authority expense.
 - (4) At no time will sick leave be authorized for injuries compensable under Workers' Compensation Insurance.
 - (5) The Authority reserves the right to periodically check validity of employee's or family member's illness through telephone when the Authority has reasonable suspicion that the employee is feigning his/her or a family member's illness. If deemed ineligible by a physician for sick leave compensation, an employee absent under such conditions may be subject to disciplinary action.
- (c) The employee, the Union, and the Authority recognize that sick leave is a privilege granted to the employee and should be viewed by the employee as insurance, and is not to be considered a means of compensation or extra vacation.
- (d) The employee, the Union, and the Authority recognize the necessity for timeliness in reporting for duty assignments.

Section 9.12 -- Vacation Leave. Each full-time employee is eligible for paid vacation leave upon completion of twelve (12) months' continuous service. Accrual of this leave begins on the first day of the first pay period after twelve (12) months' continuous service is completed. A one-time award of forty-eight (48) hours Vacation Leave shall be made upon satisfactory completion of probation. Employees promoted within the organization shall retain their current vacation leave schedule and do not receive a one-time award of forty-eight (48) hours upon completion of probation. Upon employment termination, vacation leave is computed up to, and including the last day worked. Vacation leave shall be earned in accordance with the following schedule:

<u>Completed Years of Service</u>	<u>Hours Earned Per Month</u>	<u>Hours Earned Per Year</u>	<u>Maximum Accumulation</u>
Less than 5	8	96	144
5 through 9	12	144	240
10 or more	16	192	336

The vacation year shall be the calendar year. All accumulation maximums shown above. Cannot be exceeded and accumulation stops until accrual is below maximum. If requirements of the service necessitate cancellation of scheduled vacation leave and it cannot be rescheduled and used before the end of the calendar year, a maximum of forty hours (40) in addition to the accrual maximums may be carried over for use not later than February 1 of the following calendar year.

No employee will accrue vacation leave unless at least six (6) days are in paid status during the payroll period. Approved paid sick leave, paid vacation leave, paid holidays, paid compensatory time, paid jury duty, paid bereavement leave, temporary military leave of absence, or absence due to work-related disability, shall be considered time worked under this Section.

Section 9.13 -- Accrual Rate Schedule. All employees hired into the Communications Supervisor group after April 1, 2018, shall retain their current accruals schedule for Vacation leave, Holiday Time, Floating Holiday Time and Sick Leave.

ARTICLE 10 -- SPECIAL AND OTHER PAYS

Section 10.1 -- Acting Pay. Employees assigned to a higher position in an acting status during the absence of an incumbent or to fill a vacancy until the vacancy can be filled by appointment, shall receive five percent 5% per hour above their current base salary. Eligibility for compensation shall begin only when the incumbent of the higher position certifies the ability of the employee to fill the higher position.

Section 10.2 -- Annual Payment for Unused Sick Leave (Optional). Annually, each permanent employee may convert, for cash, a limited number of hours of sick leave. Leave balances will be determined as of the end of the pay period nearest to, but not past, October 31st of each year. The hours to be converted will be determined by the completed years of service as shown below. Payment will be calculated as a percentage of the employee's base rate. A separate check may be issued for this amount.

Employees desiring to sell back unused sick leave shall be allowed to sell back hours above a forty (40) hour bank and provided they have only utilized 84 hours of sick leave accrual as of the end of the pay period nearest to, but not past October 31st of each year.

<u>Completed Years of Service</u>	<u>Maximum Hours That May be Converted</u>	<u>Conversion Rate</u>
2 or more	120	85% of base rate

Section 10.3 -- Annual Payment for Unused Vacation Leave (Optional). Annually, each permanent employee may convert, for cash, a limited number of hours of vacation leave. Leave balances will be determined as of the end of the pay period nearest to, but not past, October 31st of each year. The number of hours to be converted will be determined by the completed years of service as shown below. Payment will be calculated as a percentage of the employee's base rate.

<u>Completed Years of Service</u>	<u>Maximum Hours That May be Converted</u>	<u>Conversion Rate</u>
Less than 5	60	90% of base rate
5 or more	90	90% of base rate

Section 10.4 -- Annual Payment for Unused Holiday and Floating Holiday Leave (Optional).

Annually, each employee may convert, for cash, any amount of hours of holiday compensatory leave and/or floating holiday leave. No one shall be required to do this, but may if desired. Leave balances shall be determined at the end of the pay period nearest to, but not past October 31 each year. The holiday and floating holiday hours will be at 100% of the employee's base rate of pay which is defined as the employee's base salary per the salary schedule without any special pay.

Section 10.5 -- Court Pay. Payment shall be made to any Authority full-time employee who, when in an off-duty status, is required by a subpoena of an Officer of the Court, or competent authority, to appear in court and provide testimony in matters on behalf of the Authority or its member agencies, that relate to performance of duties as an Authority employee, at the prescribed overtime or compensatory time rate for all hours such employee must remain at the Court. Employees who receive Court time pay shall surrender to the Authority any witness fees they receive as a result of the subpoena. Employees shall retain Court-paid mileage fees.

Section 10.6 -- Education.

(a) The Authority agrees to an educational (college or university courses) reimbursement of \$4,000 per year for books and tuition towards an Associates or Bachelors Degree, upon successful completion with a grade level of "C" or better and if job related and pre-approved by the Executive Director. Courses must be from an accredited college. The total lifetime reimbursement during employment at the Authority is not to exceed \$12,000. Course transcripts and receipts must be provided. The definition of "job related" shall be determined by the Executive Director, whose decision shall be final. Course transcripts including course name, grade, and dates of course and receipts must be submitted no later than 30 days of course completion. Reimbursement shall be awarded in the fiscal year in which the course was completed.

(b) Educational Incentive: Prior to April 1, 2018, employees receiving an educational bonus will be capped at the dollar amount equivalent to their current educational bonus rate. Current employees who complete their Bachelor's Degree by June 30, 2019 shall receive \$550.00 a month. After April 1, 2018, employees will receive the following educational bonus pays:

Public Safety designation such as a Registered Public Leader (RPL) through APCO shall receive shall receive an educational bonus of \$200.00 a month.

Associate's degree shall receive an educational bonus of \$350.00 a month.

Bachelors or master's and above degree shall receive an educational bonus of \$450.00 a month.

Such educational bonus shall not be compounded.

Section 10.7 Overtime Work. Overtime will be paid to employees as required by the FLSA for actual work hours in excess of forty (40) hours in the defined FLSA workweek. No leave hours shall count as hours worked and hours worked in excess of scheduled hours in a day or shift shall not trigger overtime. Only hours actually worked in excess of forty (40) hours in the defined FLSA workweek shall entitle an employee to receive overtime compensation.

In case of emergency or whenever the public interest or necessity requires, any department may require any employee in such department to perform overtime work. No employee shall be required to perform overtime work, except in accordance with approved policies and upon the approval of the Executive Director or his designee. Overtime shall not be paid in those cases where an employee is called back from paid leave. In this case, the employee shall be deemed to have returned to regular work status, be paid regular salary, and not be charged for paid leave for those hours actually worked.

Section 10.8 -- Termination Pay. Upon termination, the employee will be paid for accrued vacation leave (not more than the maximum accumulation listed in Section 9.11 for completed service) and holiday compensatory time earned but not taken, if in accordance with the limitations established in Section 9.3. Accrued sick leave is not compensable on termination. Limited payment for accrued compensatory time is authorized in Section 9.2.

Section 10.9 -- Travel Allowance. Subject to the audit and approval of the Executive Director or his designee, employees of the Authority shall (except where a specific allowance for automobile use is made) be entitled to receive expense reimbursements for furnishing to said Authority their own personal automobiles in the performance of the duties necessary to their respective offices or employment, at the Internal Revenue Service's (IRS) prevailing rate. All mileage expense reimbursement requests under this Section must be rendered within thirty (30) days after the last date upon which the use was made, and must indicate the specific purpose for which the automobile was used.

Section 10.10 -- Union Steward Compensation. Relief for a Union steward performing Union business, specifically negotiations and meet and confer issues, when requested by the Authority shall be as follows:

- (a) A Union steward scheduled to work shall be relieved from his/her scheduled duties when conducting negotiations with the Authority, or when meeting with the membership for ratification of a contract.
- (b) A Union steward not scheduled to work shall be compensated in the form of overtime compensation. No compensatory time off shall be authorized in lieu of such compensation.
- (c) A total bank of one hundred (100) hours for Union steward compensation shall be provided for negotiation purposes. The Authority agrees to compensate Union stewards for being called in while off duty for Authority requested meetings. No compensatory time off shall be authorized in lieu of such compensation.

Section 10.11 -- Public Safety Memberships. Once a year, upon request the Authority will reimburse for the cost of one of the following Public Safety memberships not to exceed a combined total of \$150.00: APCO, NENA, CPRA, POST, CCUG.

Section 10.12 -- Computer Loan Program. Once every 3 years, the Authority will loan up to \$2000 interest- free for the purpose of purchasing a computer for personal use. The loan may be used toward a laptop, desktop, keyboard, and/or mouse, and must be paid via payroll deduction and must not exceed 20 months . Upon separation from the Authority, any loan balance will be deducted from the employee's final paycheck.

ARTICLE 11 -- FRINGE BENEFITS

Section 11.1 -- Insurance Benefits Program. Each full-time employee is eligible to participate in the Authority's selected group insurance benefits program on the following bases:

Section 11.2 -- Contribution Amount. Effective September 1, 2015, the Authority shall, under a Section 125 Cafeteria, Flexible or Optional Benefit Plan, contribute \$1100.00 per month towards each employee's medical and dental insurance premiums. Effective April 1, 2018, the Authority will contribute \$1150.00 per month towards each employee's medical and dental insurance premiums. Effective July 1, 2018, the Authority will contribute \$1200 per month. Effective July 1, 2019, the Authority will contribute \$1250 per month. Effective upon approval and adoption of this Agreement, the Authority will contribute \$1300 per month. This amount includes the Authority's contribution towards health insurance plan premium for each employee, which is the mandatory employer contribution required under California Government Code Section 22892(b) of the Public Employees' Medical and Hospital Care Act (PEMHCA).

Section 11.3 -- IRS Section 125 Cafeteria Plan. Effective upon approval and adoption of this Agreement, should the Authority's contribution exceed the actual cost of the medical and dental insurance premiums, or should employee voluntarily elect not to participate pursuant to Section 11.7, below, employee shall not receive any cash back.

Section 11.4 -- Medical-Dental Plans. Full-time employees and their dependents shall be eligible for coverage in the medical and dental plans under the terms and conditions of the contract executed between the Authority and the insurance providers selected by the Authority.

Section 11.5 -- Medical-Dental Insurance Coverage - When Employee is on Family Medical Leave (FMLA). When the employee's FMLA leave has been approved by Authority, Authority shall continue to provide its share of the medical/dental insurance premium up to twelve (12) work weeks in accordance with the FMLA guidelines.

Section 11.6 - Medical-Dental Insurance Coverage When Employee is on Unpaid Status. The Authority shall pay for thirty (30) days from the date the employee is on leave without pay.

Section 11.7 - Medical Plan Waiver. Should employee voluntarily elect not to participate in the Authority's medical insurance, the employee must provide proof of medical insurance coverage under a spouse's or another medical insurance plan.

Section 11.8 - Retirees' Medical. The Authority shall continue to contribute the minimum amount for medical insurance premiums as required under Section 22892(b) of the PEMHCA for employees who retire from the Authority. In addition, each employee who retires from the Authority shall receive the following, from date of retirement until age 65:

- (a) Minimum fifteen (15) years of service with Authority \$250.00 per month
- (b) Minimum twenty (20) years of service with Authority \$450.00 per month
- (c) Employees who retire from the Authority before July 1, 2014, shall receive up to seven hundred fifty dollars (\$750) per month for employee-only medical premiums, as long as the Authority

remains in PEMHCA.

The amount received will be based on the employee's medical premiums. Any excess amount will not be provided to the employee. If the Authority elects not to remain in PEMHCA, employees who retire from the Authority before July 1, 2014, shall receive the retiree medical benefits specified in Section 11.8(a) or (b), above herein, depending upon their years of service.

The Authority currently contracts with the California Public Employees' Retirement System (CalPERS) for employee group insurance health benefits. Should the Authority terminate its contract with CalPERS, all employees hired prior to 1986 who are ineligible to participate in Medicare, and retire from a classification covered by this Memorandum of Understanding, are receiving retirement benefits from CalPERS, and have a minimum of twenty (20) years of full-time employment, shall be entitled to enroll in an Authority-selected health benefit plan. The benefits provided in the health plan selected by the Authority shall equal or exceed the benefits the employee would have received had he/she been eligible to participate in Medicare. The Authority agrees to pay the cost of coverage for the plan in which the employee is enrolled. If the employee resides outside the State of California at the time of eligibility, the Authority agrees to pay the employee the cash equivalent of the cost of coverage for the plan in which the employee would have been enrolled had he/she lived in California. This benefit commences upon the employee reaching the age of sixty-five (65), at which time he/she would have otherwise been eligible to participate in Medicare. The benefit shall cease if and when the employee becomes eligible to participate in Medicare or equivalent Government health benefit program.

Section 11.9 - Life Insurance Plan. All full-time employees shall receive a life insurance policy covering the employee in the amount of \$100,000. Authority shall pay one hundred (100%) of the premium.

Section 11.10 -- Vision Plan. All full-time employees and their dependents shall be eligible for coverage in the vision plan under the terms and conditions of the contract executed between Authority and the insuring agency. Authority shall pay one hundred percent (100%) of the premium.

Section 11.11 -- Retirement. Authority has a contract with the California Public Employees' Retirement System (CalPERS) for coverage under the basic plan for non-safety employees without modifications. All full-time employees who work more than half time (more than an average of eighty-seven (87) hours per month or more than a total of five hundred twenty-two [522] hours in a six [6] month period) or who have qualified for retirement coverage under CalPERS by virtue of previous employment with Authority or elsewhere, are required to participate in this system. For employees hired prior to October 25, 2011, the Authority shall provide a CalPERS contract of two percent (2%) at fifty-five (55) based on the employee's single highest year.

- (a) Effective July 1, 2014, Group A employees (with a hire date prior to October 25, 2011), will contribute one quarter of the employees' contribution PERS rate or one and three quarters percent (1.75%) of their salary, including all special pays and on July 1, 2015 will contribute an additional one quarter of the employee's contribution PERS rate or one and three quarters percent (1.75%) of their salary, including all special pays for a total of three and one half percent (3 ½ %).

For Group B employees (with a hire date after October 25, 2011), the Authority shall provide a PERS contract of two percent (2%) at sixty (60), based on the employees' three (3) highest consecutive years. These employees will also contribute the full seven percent (7%) of their salary, including special pays, toward the employee's contribution.

Section 11.12 -- Time of Payments. Authority shall pay its portion of medical, dental, life insurance, and vision plan premiums for a period not to exceed 30 days after the expiration of paid leave entitlements.

Section 11.13 -- Uniforms. The Authority will initially issue four (4) uniforms and two (2) more uniforms every two (2) years thereafter, excluding shoes.

Section 11.14 -- Quality Assurance Program. The parties to this Memorandum of Understanding agree that a Quality Assurance Program shall be developed by the Management of the Authority and the Communications Supervisors.

Section 11.15 -- Flexible Spending Account. The Authority will offer the additional benefit of a flexible spending account. The Authority will establish this optional benefit following the approval and adoption of this Agreement. Once the FSA is established, the Authority will make a one-time, \$500 contribution to each employee's FSA.

ARTICLE 12 -- DEMOTION

Section 12.1 -- Pay. When a promoted employee is subsequently demoted, whether voluntarily or not, from a position in one pay grade to the position in a lower pay grade, the rate of pay after demotion shall be the same as the rate of pay the employee received immediately before the promotion, plus any cost-of-living increase awarded all employees during the interim. Should this action require assigning the demoted employee to a pay step higher than the highest step on the appropriate pay scale, the employee shall be Y-rated after assignment.

Section 12.2 -- Seniority. When a probationary promoted employee is subsequently demoted, whether voluntarily or not, from a position in one pay grade to a position in a lower pay grade, the seniority date of the employee after demotion shall be the same as it was before promotion. Demotion of a permanent employee shall require issuance of a new seniority date equal to the date of the demotion.

ARTICLE 13 -- GRIEVANCE PROCEDURE

Section 13.1 -- Introduction. The grievance procedure is established in order to promote improved employer/employee relations by affording employees an informal method for further consideration of complaints which have not been resolved through discussions.

Section 13.2 -- Definition. A grievance is any dispute concerning the interpretation or application of a written Memorandum of Understanding, or of Authority rules and regulations governing personnel practices or working conditions. An impasse in meeting and conferring up the terms of a proposed

Memorandum of Understanding is not a grievance.

Section 13.3 -- Right to Grieve. Any employee other than probationary employees (see Section 13.4) shall have the right to grieve a decision affecting his/her employment made by the Authority, and related to those matters defined in Section 13.2. Employees have the right to grieve written reprimands up through Step 3 of the grievance procedure outlined below. Employees have the right to grieve job evaluations up to Step 2 of the grievance procedure outlined below. Oral reprimands are not subject to grievance. Appeals of suspensions, demotions, terminations, and other disciplinary actions shall be subject to the provisions of Article 14.

Section 13.4 -- Probationary Employee's Limited Right to Grieve. A probationary employee may grieve only a disciplinary action administered without just cause. Termination or reduction of probationary employee for failure to acquire the skills necessary to perform the job shall not be considered a disciplinary action.

Section 13.5 -- Informal Grievance Procedure. An employee who wishes to grieve should first discuss the matter with his/her immediate supervisor within five (5) working days of the incident. If not satisfied with the decision reached by this discussion, the employee shall then have the right to file a formal grievance in writing, within ten (10) working days after receiving the informal decision of the immediate supervisor.

Section 13.6 -- Formal Grievance Procedure.

(a) First level of review (Step 1):

A grievance shall be presented, in writing, to the employee's immediate supervisor, who shall review it and render a decision to the employee within five (5) working days after receiving it. A supervisor's decision shall include the reasons for the decision. If the employee does not agree with the supervisor's decision, or if no response has been received in five (5) working days, the employee may, within five (5) working days, present an appeal, in writing, to the next level of supervision.

If the employee is not satisfied with the decision rendered at this level of supervision, the decision may be appealed to the Executive Director. This appeal must be made within five (5) working days after receipt of the previous written decision or if no written decision was rendered.

(b) Executive Director Review (Step 2) :

The Executive Director shall promptly discuss the grievance with the employee, the employee's representative, if any, and any other persons having relevant information. The Executive Director shall render his/her decision, including the reason for his/her decision, within ten (10) working days.

(c) Board of Review Step (Step 3)

To be eligible for Board of Review Step, the grievance must be submitted to the Executive Committee within twenty (20) calendar days of the receipt of the final Step 2 decision.

- (1) Upon receipt of the grievance, the Executive Secretary will, within five (5) working days, submit to the Union a list of the members of the Board of Review.
- (2) The hearing at this step shall be convened within fifteen (15) calendar days of the notification of the selected Board of Review member.
- (3) The final decision will be submitted to the Union within twenty (20) calendar days of the final Step 3 hearing.

ARTICLE 14 -- DISCIPLINARY PROCEDURE

Resolution 40, Rule XXI, shall be modified as set forth below:

- (a) Section 1 -- Appeals chart shall provide for appeal to the Board of Review for all suspensions of Communications Supervisors.
- (b) The footnote to Section 1 shall provide that "oral and written reprimands are not subject to appeal pursuant to this rule; however, written reprimands are subject to the grievance procedure in Rule XV."

ARTICLE 15 -- IMPASSE PROCEDURE

Resolution 40, Rule XXII, Section 16, shall be modified as follows:

- (a) The parties submit to each other their written statements of the issues.
- (b) The parties then schedule further meetings to resolve the issues.
- (c) If the issues are not resolved, either party may request mediation through the California State Mediation and Conciliation Service.
- (d) If the issues are not resolved, and the impasse still exists, the parties shall then submit written statements of their final position to the Executive Committee.
- (e) The Executive Committee will then make a final determination on the issues.

ARTICLE 16 -- EVALUATION CRITERIA

Each personnel evaluation shall measure the employee's performance, attendance, and punctuality record.

Section 16.1 -- Attendance. No more than eighty (80) hours sick leave (in a calendar year) shall be deemed satisfactory; more than 80 hours sick leave shall be deemed unsatisfactory.

Section 16.2 -- Leave of Absence.

- (a) Emergency/pre-approved leave of absence shall not be considered in the evaluation criteria covered in Section 16.1.
- (b) Unapproved leave of absence shall be considered according to Section 16.1.

The above mentioned Article and Sections shall be calculated on a calendar year basis.

Section 16.3 -- Performance. Incidents of discipline concerning performance shall be judged on a case by case basis subject to the grievance procedure outlined elsewhere in this Memorandum of Understanding.

Section 16.4 -- Punctuality. No more than three (3) tardies (in an evaluative year) shall be deemed satisfactory; more than three (3) tardies shall be deemed unsatisfactory.

APPENDIX A

COMPENSATION AS OF JULY 1, 2016

On April 1, 2018, a 2.5% increase of the base rate will be applied.

On July 1, 2018, a 2.5% increase of the base rate will be applied.

On July 1, 2019, a 2.5% increase of the base rate will be applied.

BASE RATE

	<u>FY 17-18</u>		<u>FY 18-19</u>		<u>FY 19-20</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Step A	\$6,517.04	\$37.60	\$6,679.97	\$38.54	\$6,846.97	\$39.50
Step B	\$6,833.60	\$39.42	\$7,004.44	\$40.41	\$7,179.55	\$41.42
Step C	\$7,165.95	\$41.34	\$7,345.10	\$42.38	\$7,528.73	\$43.43
Step D	\$7,514.93	\$43.36	\$7,702.80	\$44.44	\$7,895.37	\$45.55
Step E	\$7,881.37	\$45.47	\$8,078.40	\$46.61	\$8,280.36	\$47.77
Step F	\$8,266.11	\$47.69	\$8,472.76	\$48.88	\$8,684.58	\$50.10
Step G	\$8,670.11	\$50.02	\$8,886.86	\$51.27	\$9,109.03	\$52.55

*Steps F and G shall be awarded to an employee who has demonstrated an average or above level of competency for the classification after a minimum of two years in the previous step, subject to the Operations Manager's recommendation and the Executive Director's approval.

APPENDIX S

SIGNATURE PAGE

In witness whereof, the parties hereto have caused this Memorandum of Understanding to be executed this ___th day of April 2021.

On behalf of the South Bay Regional
Public Communications Authority

On behalf of the Communications
Workers of America

Ross Klun
Executive Director

Steve Maldonado
Vice President
CWA Local 9400

John Krok
Administrative Services Manager

Lena Maria Ramos
Bargaining Committee Member

Megan Cunningham
Bargaining Committee Member

H-1

**MINUTES OF THE REGULAR JOINT MEETING OF
THE BOARD OF DIRECTORS, THE EXECUTIVE COMMITTEE,
AND USER COMMITTEE**

MARCH 16, 2021

A. CALL TO ORDER

The Board of Directors, the Executive, and the User Committees convened in a regular joint session at 2:01PM on March 16, 2021 by teleconference.

B. ROLL CALL

Present: Councilmember Hildy Stern, City of Manhattan Beach
Councilmember Rodney Tanaka, City of Gardena
Councilmember Alex Monteiro, City of Hawthorne
City Manager Bruce Moe, City of Manhattan Beach
City Manager Clint Osorio, City of Gardena
City Manager Erick Lee, City of Hawthorne
Chief Mike Saffell, Gardena Police Department
Chief Derrick Abell, Manhattan Beach Police Department
Chief Mike Ishii, Hawthorne Police Department
Chief Wolfgang Knabe, Manhattan Beach Fire Department

Also Present: Shannon Kauffman, Acting Executive Director
John Krok, Administrative Services Manager
Vanessa Alfaro, Finance & Performance Audit Manager
Jennifer Petrusis, Richards Watson Gershon
Diana Chuang, Richards Watson Gershon
Laura Kalty, Liebert Cassidy Whitmore
Clara Choi, Executive Assistant

C. PUBLIC DISCUSSION

None.

D. BOARD OF DIRECTORS GENERAL BUSINESS

1. Minutes from January 19, 2021

APPROVE

Motion: Councilmember Monteiro moved to approved the minutes from January 19, 2021. The motion was seconded by Councilmember Tanaka and passed by unanimous voice vote.

2. Resolution Adopting the Budget for Fiscal Year 2021-2022

APPROVE

Finance and Performance Audit Manager Alfaro provided a summary on the revenue and expenses. She reported on the assessments for each member city based on the cost allocation policy. Manager Alfaro also reviewed the assessments of the contract cities. Acting Executive Director Kauffman reported.

Motion: Councilmember Tanaka moved to approve the Resolution Adopting the Budget for Fiscal Year 2021-2022. The motion was seconded by Councilmember Monteiro and passed by unanimous voice vote.

3. Resolution Adopting an Amended Statement of Investment Policy and Rescinding Resolution No. 333

APPROVE

Acting Executive Director Kauffman reported on the overview on the amended statement

of Investment policy.

Motion: Councilmember Tanaka moved to approve the Resolution Adopting Amended Statement of Investment Policy and Rescinding Resolution No. 333. The motion was seconded by Council Member Monteiro and passed by unanimous voice vote.

E. **BOARD OF DIRECTORS' COMMENTS**

Councilmember Monteiro thanked staff for the budget.

F. **USER COMMITTEE GENERAL BUSINESS**

1. Minutes from February 16, 2021

MOTION: Chief Ishii moved to approve the minutes from February 16, 2021. The motion was seconded by Chief Abell and passed by unanimous voice vote.

G. **USER COMMITTEE COMMENTS**

None.

H. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Minutes from February 16, 2021

APPROVE

2. Minutes from March 2, 2021

APPROVE

3. Check Register and Budget Transfers – February 2021

RECEIVE AND FILE

MOTION: City Manager Moe moved to approve Consent Calendar, Items 1-3. The motion was seconded by City Manager Osorio and passed by unanimous voice vote.

I. **ITEMS REMOVED FROM THE CONSENT CALENDAR**

None.

J. **EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

The Executive Committee entered in closed session at 2:22PM to discuss the following items.

1. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Liebert Cassidy Whitmore & Acting Executive Director

Employee Organization: Teamsters Local 911

2. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Liebert Cassidy Whitmore & Acting Executive Director

Employee Organization: Communication Workers of America

3. PUBLIC EMPLOYMENT

Pursuant to Government Code Section 54957(b)(1)

Title: Executive Director

The Executive Committee returned from closed session at 3:24PM with no actions taken. The meeting adjourned at 3:25PM and will continue on April 6, 2021 at 2:00PM.

K. **EXECUTIVE COMMITTEE GENERAL SESSION**

1. Executive Director Employment Agreement

APPOINT MATTHEW ROSS KLUN AS EXECUTIVE DIRECTOR, APPROVE THE EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT WITH MATTHEW ROSS KLUN, EFFECTIVE APRIL 5, 2021, AND AUTHORIZE THE EXECUTIVE COMMITTEE CHAIRPERSON TO SIGN SAID EMPLOYMENT AGREEMENT

L. **ACTING EXECUTIVE DIRECTOR'S REPORT**

M. **EXECUTIVE COMMITTEE COMMENTS**

N. **ADJOURNMENT**

The Executive Committee returned from closed session at 3:24PM with no actions taken. The meeting adjourned at 3:25PM and will continue on April 6, 202 at 2:00PM.